

**EXECUTED**

**2012  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
FEDERATION OF NURSES AND HEALTH PROFESSIONALS  
LOCAL 5001, AFT, AFL-CIO**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
COURTHOUSE, ROOM 210  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233  
414-278-4852**

2012  
Federation of Nurses and Health Professionals  
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2012  
AGREEMENT  
BETWEEN

COUNTY OF MILWAUKEE  
AND  
FEDERATION OF NURSES AND HEALTH PROFESSIONALS  
LOCAL 5001, AFT, AFL-CIO

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and the Federation of Nurses and Health Professionals, as representatives of employees who are employed by the County of Milwaukee hereinafter referred to as "Federation".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Federation of Nurses and Health Professionals, Local 5001, AFT, AFL-CIO, as the exclusive collective bargaining agent on behalf of bargaining unit classifications, in accordance with the certification of the Wisconsin Employment Relations Commission as amended, made pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes.

1.02 BARGAINING UNIT DEFINED

- (1) Whenever the term "employee" is used in this Agreement, it shall mean and include bargaining unit nurses of Milwaukee County in the following classifications: Registered Nurse I, Registered Nurse II, Registered Nurse II Utilization Review, Registered Nurse II

(Mental Health), Registered Nurse II Staff Development, Advance Practice Nurse Prescriber, Clinical Nurse Specialist, Community Service Nurse, EMS Instructor, RNII Adult Services Division, RNII Department on Aging, Infection Control Practitioner, Behavioral Health Emergency Service Clinician, RNI (Pool), and Advance Practice Nurse Prescriber (Pool). Whenever the term "employee" is used it shall mean in addition to those set forth above, the following bargaining unit classifications: Forensic Chemist, Occupational Therapist, Occupational Therapist II, Occupational Therapist III, Occupational Therapist (Pool), Music Therapist, Music Therapist I, Music Therapist II and Behavioral Health Emergency Service Clinician.

- (2) When classifications are created which have not been certified by the Wisconsin Employment Relations Commission to any bargaining unit, the employer shall notify the Federation within 30 days of the creation of such classifications and send the copies of the job descriptions of same. Upon request of the Federation, the parties shall meet and attempt to enter into a stipulation of agreement regarding the inclusion or exclusion of the classifications. If the parties reach an agreement, they shall jointly notify the Wisconsin Employment Relations Commission of the agreement and request the Commission to certify the classification(s) as being represented by the Federation. If the parties fail to reach an agreement, either party may petition the Commission for a determination under Chapter 111.70.

### 1.03 NONDISCRIMINATION

- (1) The County and the Union shall not discriminate in any manner whatsoever against any employee or applicant for employment because of handicap, race, sex, age, nationality, political or religious affiliation.
- (2) Sexual harassment shall be considered discrimination under this section. Sexual harassment shall mean unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
- a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- (3) The County and the Union agree that the County will take all appropriate action necessary to comply with the Americans With Disabilities Law.

1 1.04 DURATION OF AGREEMENT

- 2 (1) The provisions of this Agreement shall become effective January 1, 2012, unless otherwise  
3 herein provided. Unless otherwise modified or extended by mutual agreement of the  
4 parties, this Agreement shall expire on December 31, 2012. If during the term of this  
5 Agreement the State Legislature modifies the educational requirements for the licensure of  
6 Registered Nurses, the County agrees to meet with the Federation for the singular purpose  
7 of negotiating the impact of such legislative action on wages, hours and conditions of  
8 employment.
- 9 (2) The initial bargaining proposals of the County and the Federation for a successor agreement  
10 shall be exchanged at a time mutually agreeable to the parties. Thereafter, negotiations shall  
11 be carried on in an expeditious manner and shall continue until all bargainable issues  
12 between the parties have been resolved.

13  
14 1.05 MANAGEMENT RIGHTS

15 The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance  
16 with all applicable laws, ordinances, resolutions and executive orders. Included in this responsibility, but  
17 not limited thereto, is the right to determine the number, structure and location of departments and  
18 divisions, the kinds and number of services to be performed; the right to determine the number of  
19 positions and the classifications thereof to perform such service; the right to direct the work force; the  
20 right to establish qualifications for hire, to test and to hire, promote and retain employees; the right to  
21 transfer and assign employees, subject to existing practices and the terms of this Agreement; the right,  
22 subject to civil service procedures and the terms of this Agreement related thereto, to suspend, discharge,  
23 demote or take other disciplinary action and the right to release employees from duties because of lack of  
24 work or lack of funds; the right to maintain efficiency of operations by determining the method, the  
25 means, and the personnel by which such operations are conducted and to take whatever actions are  
26 reasonable and necessary to carry out the duties of the various departments and divisions. In addition to  
27 the foregoing, the County reserves the right to make reasonable rules and regulations relating to personnel  
28 policy procedures and practices and matters relating to working conditions, giving due regard to the  
29 obligations imposed by this Agreement. However, the County reserves total discretion with respect to the  
30 function or mission of the various departments and divisions, the budget, organization, or the technology  
31 of performing the work. These rights shall not be abridged or modified except as specifically provided for  
32 by the terms of this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the

1 terms of this Agreement. But these rights shall not be used for the purpose of discriminating against any  
2 employee or for the purpose of discrediting or weakening the Federation.

3 In the event a position is abolished as a result of contracting or subcontracting, the County will  
4 hold advance discussions with the Federation prior to letting the contract. The Federation's  
5 representatives will be advised of the nature, scope of work to be performed, and the reasons why the  
6 County is contemplating contracting out work. Notification for advance discussions shall be in writing  
7 and delivered to the President of the Federation by certified mail.

#### 9 1.06 WORK OF THE BARGAINING UNIT

- 10 (1) Employees in classifications not certified by the Wisconsin Employment Relations  
11 Commission as being included in this bargaining unit will not normally be required to  
12 perform duties which have been exclusively performed by bargaining unit employees.
- 13 (2) No commercial pool employees will be assigned work normally performed by members  
14 of the bargaining unit without first having made a reasonable attempt to meet the  
15 workload with qualified bargaining unit employees.
- 16 (3) The County agrees that employees shall normally be assigned job duties consistent with  
17 their classification. The general term "all other duties as may be assigned" which appears  
18 on the civil service examination announcement is intended to mean duties consistent with  
19 the classification and subject to the provisions of sec. 2.09 of this Agreement.

#### 21 1.07 AFFIRMATIVE ACTION STATEMENT

22 The County and the Union agree to abide by all of the provisions of the Consent Order in Civil  
23 Action No. 74-C-374 in the United States District Court for the Eastern District of Wisconsin in Johnnie  
24 G. Jones, et al, vs. Milwaukee County, et al. The County and the Union further agree that when  
25 provisions of the Agreement are in conflict with the Consent Order, the provisions of the Consent Order  
26 shall be controlling.

27 By the inclusion of the foregoing language, the Federation of Nurses and Health Professionals  
28 reserves any and all rights which it may have to seek clarification of the impact of the consent order in  
29 Civil Action No. 74-C-374 in the case of Johnnie G. Jones, et al v. Milwaukee County, et al, in the  
30 United States District Court for the Eastern District of Wisconsin; and to the extent that the United  
31 States District Court for the Eastern District of Wisconsin shall modify the decision in the referenced  
32 case, or provide interpretation of the decision in the referenced case, the rights and opportunities of the  
33 Federation regarding affirmative action shall be modified accordingly.

PART 2

2.01 WAGES

- (1) The adjusted salary schedules are detailed in Appendix B.
- (2) The County may reopen the Agreement at any time during its term for the sole purpose of discussing economic benefits.
- (3) The following formula is established for payment of steps in the range to employees:

<u>Years of Recent Experience</u>	<u>Hiring Step</u>
0 - 1	First Step
1 - 2	Second Step
2 - 3	Third Step
3 - 4	Fourth Step
More than 4 years	Fifth Step

This formula is not applicable to the new classifications of Occupational Therapists and Music Therapists

- (4) Payment of steps in the range other than as above requires the approval of the Director of Human Resources.
- (5) The Federation of Nurses and Health Professionals shall be notified of any petition of the Director of Human Resources to modify or deviate from the above formula.
- (6) Employees hired at a step in the pay range higher than the first on account of certified experience shall be paid the appropriate rate from date of hire.
- (7) Employees shall advance from one step in the range to the next higher step based upon meritorious performance at each step of at least 2,080 hours of straight time hours worked and upon completion of a performance appraisal by the appointing authority or designee. Effective January 01, 2012, all step increases provided for in Chapter 17 of the Milwaukee County General Ordinances are eliminated for a twelve (12) month period.

2.011 ADVANCED PRACTICE NURSES

- (1) Advanced Practice Nurses who have been credentialed as Advanced Practice Nurse Prescriber and who are performing this function shall be paid an additional two dollars and fifty cents (\$2.50) per hour for all hours worked.
- (2) The County agrees to pay for the costs of obtaining and maintaining state certification and the DEA certificate for Advanced Practice Nurse Prescribers.



1 2.02 OVERTIME

- 2 (1) Overtime shall be defined as hours worked in excess of ~~8 per day or~~ forty (40) per week  
3 for all bargaining unit employees. Overtime shall be compensated or liquidated at time  
4 and one-half unless otherwise specified in this Contract.
- 5 (2) Employees shall have the option of accumulating compensatory time in lieu of cash.  
6 Such compensatory time may be liquidated only with the consent of the department head.  
7 Accrued compensatory time may be paid in cash at the employee's discretion, by  
8 notification to the payroll department. If accrued compensatory time is not liquidated  
9 within 13 pay periods, the unliquidated balance shall be compensated in cash.  
10 Compensatory time shall be limited in accordance with the Fair Labor Standards Act.
- 11 (3) Every reasonable effort shall be made to meet overtime needs on a voluntary basis. Such  
12 overtime will be offered to the most senior qualified employee on a rotating basis.
- 13 (4) Mandatory overtime shall be assigned on a rotating basis in the inverse order of seniority  
14 among employees in the appropriate classification who are qualified to perform the work.  
15 Any employee who has voluntarily worked four (4) hours of overtime or more shall be  
16 considered as having worked one mandatory overtime shift for rotation purposes. For the  
17 purpose of this section, employees on a pro-rata or half-time status shall receive credit on  
18 the mandatory list for all extra 8-hour shifts worked. Employees shall be assigned in  
19 rotation from the mandatory list regardless of whether the shift is paid on an overtime or  
20 extra shift basis. Extra shifts are those worked in addition to the posted schedule.
- 21 (5) Employees on authorized leave of absence shall not be called for mandatory overtime.
- 22 (6) Employees notified that they must be available for mandatory overtime shall receive  
23 standby pay from the time of such notification until either notified to report for work or  
24 notified that they are no longer being required to report for work.
- 25 (7) Every reasonable effort will be made to avoid assigning employees to 16 consecutive  
26 hours of duty.
- 27 (8) New employees shall be added to the list for mandatory overtime and take their place in  
28 the rotation as soon as they are qualified to perform the work.
- 29 (9) Every reasonable effort will be made to replace scheduled employees  
30 unable to report for duty with employees of the same classification.
- 31 (10) Mandatory overtime shall be compensated twice the base rate of pay.
- 32 (11) Employees shall not be called from home for mandatory overtime.
- 33

### 2.03 STANDBY PAY

- (1) Employees on standby duty shall receive \$1.25 per hour for all hours scheduled. If called in while on standby, the employee shall be paid a minimum of 4 hours' pay at the overtime rate for work in one session and additional pay at the overtime rate for all work in excess of 4 hours in one session. Employees on standby, who receive approved phone calls from work, shall be compensated time-and-one-half for all hours spent on these phone calls. Documentation shall be required.
- (2) For purposes of this section, "standby" shall mean the employee, at the direction of the employer, is required to be available for work upon notice during a specified period of time. Failure of the employee to respond when called shall be cause for forfeiture of standby pay and disciplinary action where the employee is unable to furnish acceptable justification for her failure to respond.
- (3) Standby shall not apply to an employee or group of employees who, as part of their regular duty assignment, are expected, but not required, to be available for work at all times in emergency situations.
- (4) If an employee is called back within one (1) hour of completing a prior standby call, they shall receive overtime for the actual hours worked, rather than an additional 4 hours pay as noted in 2.03(1).

### 2.04 CALL IN PAY

- (1) An employee called in to work outside of the employee's regularly scheduled shift shall be credited with a minimum of 3 hours or the number of hours actually worked, whichever is greater.
- (2) Call in shall not apply to hours worked outside of an employee's regularly scheduled shift when such hours are an extension of said shift.
- (3) If an employee is called in one-half hour or less prior to starting time, the employee shall be paid for 8 hours if 7-1/2 hours are worked.

### 2.05 SHIFT DIFFERENTIAL

Effective upon ratification employees shall receive shift differential of two dollars and fifty cents (\$2.50) per hour for all hours worked during shifts beginning between 1:30 p.m. and 11:00 p.m. provided employees whose shifts do not begin as indicated above shall be paid two dollars and fifty cents (\$2.50) per hour for all hours worked between 6:00 p.m. and 11:00 p.m. For those

employees who work overtime from day shift to P.M. shift to meet staffing requirements, two dollars and fifty cents (\$2.50) per hour shift differential shall be paid from the beginning of the P.M. shift. Employees working 10 or 12 hour scheduled shifts in units with 24-hour coverage shall receive two dollars and fifty cents (\$2.50) for all hours worked between 3:15 p.m. and 11:00 p.m. Employees shall receive three dollars and fifty cents (\$3.50) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Shift premium, when earned, shall be added to the employee's regular rate for purposes of determining overtime compensation.

## 2.06 SHIFT SELECTION

- (1) Every effort will be made to grant requests for permanent assignment to PM's and nights where such vacancies exist. Remaining vacancies on the PM and night shift shall be filled by rotating AM staff. Every reasonable effort will be made to:
  - (a) Grant employee requests for rotation to a specific shift;
  - (b) Maintain shift assignments. When an employee is removed from a straight shift assignment the employee will be given notice of the change and the reason for it as much in advance as practicable.
  - (c) Schedule 10 hours off duty between assigned shifts.
- (2) The County agrees with the concept of rotating less senior employees more frequently than employees with greater seniority, within each calendar month, except at the Sheriff's Department which shall be a four (4) week period. Toward this end, every reasonable effort will be made to rotate senior employees less frequently than employees with lower seniority and to keep rotation at a minimum for those employees with more than 10,000 hours of seniority. As a general practice, in departments where rotation is required, employees with over 15 years of seniority will not be required to rotate.
- (3) Work schedules shall cover a calendar month, and all schedules shall be posted two weeks in advance of the effective date of the schedule. Every effort will be made to keep schedule changes to a minimum, but when schedule changes are necessitated, affected employees shall be notified prior to such change.
- (4) No employee shall be rotated from days to both the PM and night shift during the calendar month, schedule without the employee's permission.
- (5) No members of the bargaining unit, full or part time, will be required to change their normal assignment or shift to accommodate the scheduling of commercial or in-house pool.

1 2.07 WEEKEND DIFFERENTIAL

2 Employees shall be paid a weekend differential of \$1.00 per hour for all hours worked during  
3 shifts beginning at or after 6:30 a.m. Saturday and ending at or before 7:15 a.m. Monday.  
4

5 2.071 WEEKEND PROGRAM

6 The County agrees to establish a weekend program for Registered Nurses with the following  
7 criteria:

8 (1) Scheduling for the weekend program shall be for 24 hours as follows:

9 12-hour shifts:

10 Saturday, Sunday Days

11 Friday, Saturday Nights

12 8-hour shifts:

13 Friday, Saturday, Sunday Days, PMs or Nights

14 (2) Employees in the Weekend Program will be paid the following per hour Weekend  
15 Premiums:

16 12-hour Day/PM \$8.00 per hour

17 12-hour PM/NOC \$10.00 per hour

18 8-hour Days \$8.00 per hour

19 8-hour PMs \$9.00 per hour

20 8-hour NOCs \$9.00 per hour

21 The Weekend Program Differential is paid in addition to the base rate of pay for hours  
22 worked during select weekend shifts. No additional weekend or shift differential will be  
23 paid. Any additional hours worked during non-weekend shifts will be paid at the base  
24 rate of pay plus any appropriate differentials.

25 (3) Employees regularly scheduled for a Weekend Program must be willing and able to make  
26 a minimum six-month commitment to the program.

27 (4) Employees in the Weekend Program are limited to one weekend off in each 12 week  
28 period. Employees may be granted additional weekends off if the manager determines  
29 staffing is sufficient to accommodate the request.

30 (5) Overtime will be paid for hours worked in excess of 40 per week or in excess of 12 hours  
31 worked per day for 12-hour employees and 8 hours worked per day for 8-hour  
32 employees. In the event that an employee works a non-Weekend Program shift, regular  
33 overtime provisions will apply.

- (6) Earned vacation time may be taken on either the quarterly weekend off, or as paid vacation on weekdays.
- (7) These employees will be provided with the complete health insurance package and pay the same premiums as a fulltime employee.
- (8) These employees will be provided 40 hours of pension service credit for each week served in this capacity.
- (9) These employees will be entitled to three (3) personal days annually and prorated in the same manner as fulltime employees.
- (10) These employees will be entitled to all of the holidays recognized by Milwaukee County and these holidays will be calculated and paid at eight (8) straight time hours paid (not accrued) for each holiday, including those which fall on a weekend.
- (11) These employees will be provided the same life insurance coverage amount as fulltime employees with an assigned work week of 40 hours.
- (12) These employees will be entitled to vacations consisting of 24 hours of straight time equaling one week, and vacation selection shall be determined by competitive seniority.
- (13) These employees will be selected based upon competitive seniority.
- (14) Sick Allowance: these employees will accrue 3.7 hours of sick allowance for each pay period they are on the Weekend Program.
- (15) Any hours worked which are not on a weekend shall be compensated at the employee's base rate.
- (16) These employees who wish to leave this program, after fulfilling the six (6) month commitment, must apply to another posting;
- (17) Competitive seniority: the hours worked in the Weekend Program shall be granted as if the employees had worked forty (40) hours.
- (18) These employees will be returned to available comparable positions to those held prior to this program, in the event that this program is terminated.

#### 2.072 WORKING OUTSIDE YOUR APPOINTING AUTHORITY

- (1) Nurses who volunteer to work in a secondary department, and only while thus working, will be exempt from the following provisions of the current labor agreement:

2.01 Wages\*

2.011 Advanced Practice Nurses

2.02 Overtime\*\*

1	2.03	Standby Pay
2	2.04	Call In Pay
3	2.06	Shift Selection
4	2.071	Weekend Program
5	2.08	Change of Assignment at the Behavioral Health Division
6	2.09	Temporary Assignments
7	2.10	Auto Allowance
8	2.101	Commuter Value Program
9	2.12	Sick Leave
10	2.13	Bereavement, Critical Illness, Wedding Leaves
11	2.14	Leaves of Absence without Pay
12	2.15	Educational Leave
13	2.16	Leaves of Absence for FNHP Business
14	2.17	Military Leave
15	2.18	Life Insurance
16	2.19	Certification Payment
17	2.20	Employees' Health and Dental Benefits
18	2.21	Vacation
19	2.22	Personal Hours
20	2.23	Holidays
21	2.24	Attendance at County Meetings
22	2.26	Work Day/Off Days
23	2.27	Seminar/Certification Fee and Tuition Reimbursement
24	2.31	Changes in Employee Status
25	2.32	Filling Vacant Positions/Transfers/Promotions/Demotions
26	2.321	Trial Periods/Probation
27	2.35	Orientation
28	2.38	Jury Duty
29	2.39	Direct Payroll Deposit
30	2.40	Changes in Classification
31	2.43	Deferred Compensation
32	2.47	Income Continuation Insurance
33	3.05	Bargaining Time

- 3.06 Voluntary Time Off
- 3.07 Access to Personnel Files
- 3.08 Employee Performance Evaluations
- 3.09 Layoff and Recall
- 3.11 Union Votes
- 3.12 Department Work Rules
- 3.14 Pool Employee

\*Wages for nurses who volunteer to work additional hours shall be paid at the hourly rate of pay that they are earning during their regular assignment.

\*\*Overtime will be paid for this voluntary assignment in accordance with Section 17.16(1) of the County General Ordinances, that is, after more than eight hours worked in a day or 40 hours worked in a week. Overtime incurred by working these voluntary assignments, will be the responsibility of the department where the overtime is worked. Compensatory time will not be allowed for hours worked in these voluntary assignments.

- (2) Pension entitlement, if any, will be determined by Chapter 201 of the Employee Retirement System.
- (3) Other benefits to be allocated to the nurses working under this agreement are: all hours worked will accrue towards vacation allotment; any nurse who works the meal time will be compensated at time and one-half for that time in accord with FLSA requirements; recognized holidays will be determined by 2.23(1); nurses working a Thanksgiving or Christmas holiday will be compensated at double base pay; each nurse new to an assignment will be orientated to the work site and responsibilities of the position(s); and all such nurses will be expected to follow all of the customary departmental work rules as well as all appropriate Federal, State, and Milwaukee County ordinances, resolutions, rules, and mandates (these rules, mandates, etc. that are unique to the assignment will be explained to the nurses new to the assignment).
- (4) Each nurse must record their hours worked in the secondary department and must attach and submit the signed timesheet from the secondary department with the timesheet in the primary department.
- (5) Every effort will be made by the secondary department to offer assignments based on the nurse's indicated availability and the staffing needs of the department.

1 2.08 CHANGE OF ASSIGNMENT AT THE BEHAVIORAL HEALTH DIVISION

- 2 (1) When an employee is required to work in a department or ward where the employee is  
3 not presently assigned, such change of assignment shall be on a rotation basis beginning  
4 with the least senior qualified employee on the same shift having completed initial  
5 orientation from the area best able to operate with reduced staff before the need is filled  
6 in any other manner.
- 7 (2) Such change of assignment shall not extend beyond one month without the employee's  
8 approval.
- 9 (3) Employees affected by reassignment shall be oriented to the new area.
- 10 (4) When two or more employees are reassigned to another department or ward, the most  
11 senior employee shall be returned to the employee's department or ward first, if the  
12 employee so requests.
- 13 (5) Both parties understand as a matter of principle that when an employee is reassigned to  
14 another unit, the employee should not be placed in a position in which the employee  
15 could not provide safe patient care. If the employee objects to the assignment, the  
16 employee will verbally inform the appointing authority of the reasons for the objection.  
17 If the assignment is not rescinded, the employee will fulfill the assignment to the best of  
18 the employee's ability. It is understood that the Hospital will assume full responsibility  
19 for the assignment.

20 When reassigned to another unit, a nurse shall receive instruction necessary to  
21 carry out the assignment.

22 Employees at the Behavioral Health Division volunteering to be reassigned shall  
23 be paid an additional \$2.50 per hour for all hours worked in the reassigned area.

24 Management will meet with the union to determine the areas involved in the  
25 reassignment (see appendix A). Voluntary assignment will be offered to the most senior  
26 employee on a rotating basis. This premium payment when earned shall not be added to  
27 the employee's regular hourly rate for the purposes of determining overtime  
28 compensation and such payment shall not be pensionable.

- 29 (6) Guideline for Pulling BHD employees:
- 30 a. Ask for volunteer.
- 31 b. House wide pool.
- 32 c. Program float.
- 33 d. Agency pool.



- e. Non house wide pool.
- f. Employee on overtime.
- g. Part time employees working extra shifts not on their assigned unit/shift, then Regular staff by rotation. Extra shifts should be identified on the posted schedule. The unit staff will keep a log book on each unit and record each reassignment.
- h. Registered Nurse II's on straight time are not pulled, unless there are two or more on duty, except in emergency situations.

## 2.09 TEMPORARY ASSIGNMENTS

- (1) Employees may be assigned to perform the duties of a position in a higher classification and shall be paid as though promoted to the higher classification under the following conditions:
  - (a) Such assignment is made in writing on the Temporary Assignment Form; provided, however, that the omission of such written assignment shall not bar a grievance requesting pay for work in the higher classification.
  - (b) Such employee works in the higher classification for not less than 3 consecutively scheduled working days. Paid time off shall not be included in the computation of the 3 consecutive scheduled working days but said days shall not be interrupted thereby, and
  - (c) Such employee performs the normal duties and assumes the responsibility of the incumbent of that position during the period of the assignment.
  - (d) If the position is permanently vacant and a certification request has been forwarded to the Division of Human Resources, a temporary assignment may be made and may continue for no more than 90 days after the Director of Human Resources has provided a certified list of candidates eligible for appointment to the vacancy.
  - (e) If the position is temporarily vacant, a temporary assignment may be made for the duration of the temporary vacancy, but shall not exceed one year.
- (2) Employees who accrue compensatory time while on temporary assignment shall liquidate such time at the rate of pay of the classification to which assigned to the time of liquidation.

- 1           (3)    The provisions of this section shall not be used to assign employees to non-bargaining  
2                   unit positions.

3  
4   2.10 AUTO ALLOWANCE

- 5           (1)    The County shall compensate employees for the use of their personal automobiles and  
6                   motorcycles on County business when so directed by their supervisor. Such  
7                   compensation shall be at the rate identified by the Internal Revenue Service for each mile  
8                   traveled by automobile or motorcycle on County business.
- 9           (2)    If the Federal Government for purposes of expense reimbursement of its own employees  
10                  adopts a new rate the County shall do likewise within 30 days of such adoption.
- 11          (3)    Any employee who uses public transportation on County business shall be reimbursed for  
12                  each official trip taken and paid for by the employee. The employee shall be reimbursed  
13                  for each such trip at the rate of a single fare bus ticket, but the total reimbursement for  
14                  each week shall not exceed the rate for a single zone weekly bus pass. The pay for the  
15                  use of public transportation shall be made each month on a voucher of the amount due  
16                  signed by the employee and approved by the head of the department to which the  
17                  employee is assigned.

18  
19   2.101 COMMUTER VALUE PROGRAM

20           The County agrees to allow members of the Federation to participate in the Milwaukee Transport  
21   Services Commuter Value Program as long as the County participates in such program. The employees'  
22   cost to participate in the program shall be in accordance with the appropriate adopted Milwaukee  
23   County resolution/ordinance authorizing participation in such program.

24   2.11 RETIREMENT SYSTEM

- 25          (1)    For employees hired on and after January 1, 1982, the provisions of Chapter 201.24,  
26                  Employees' Retirement System, shall be modified as follows:
- 27           (a)    Final average salary means the average annual earnable compensation for the 5  
28                   consecutive years of service during which the employee's earnable  
29                   compensation was the highest or, if the employee should have less than 5 years  
30                   of service, then the employee's average annual earnable compensation during  
31                   such period of service. Effective December 22, 2002 (pay period one of 2003)  
32                   final average salary means the three highest consecutive years of earnable  
33                   compensation.

- (b) An employee who meets the requirements for a normal pension shall receive an amount equal to 1-1/2 percent of the employee's final average salary multiplied by the number of years of service.
- (c) All pension service credit earned on and after January 1, 2001, shall be credited in an amount equal to 2% of the employee's final average salary. For each year of service credit earned after January 1, 2001, eight (8) years of service credit earned prior to January 1, 2001, shall be credited at 2% of the employee's final average salary. This provision shall not apply to a member of the Employees' Retirement System who became a member of the system on or after January 1, 1982 and as of January 1, 2001, is either eligible for a deferred vested pension benefit or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit. Said credit shall be awarded on a daily basis.
- (d) Any employee whose last period of continuous membership began on or after January 1, 1982, shall not be eligible for a deferred vested pension if the employee's employment is terminated prior to the employee's completion of 5 years of service.
- (2) Employee-members retiring after February 18, 1982, shall be eligible for a normal pension if employee's employment is terminated on or after employee has attained age 55 and has completed 30 years of service; or if the employee's employment is terminated on or after the employee has attained age 60 and has completed 5 years of service, or if employee's age and pension credits equal 75.
- (3) In the event of the death of an employee-member in active service prior to age 60 and after completing at least 10 years of service, employee's surviving dependent spouse or child shall receive a survivor pension. This provision shall apply to all employee-members hired on or after February 18, 1982. Effective January 1, 2001, this shall be at least 5 years of service.
- (4) Retention Incentive Bonus. Members of the System whose membership began prior to January 1, 1982, and as of January 1, 2001, are either actively employed or on an approved leave of absence, shall have their final average salary increased by a bonus of 7.5% for each year of pension service credit earned after January 1, 2001. Said bonus shall be credited on a daily basis and the maximum bonus which can be added to an eligible member's final average salary shall not exceed

25%. This provision shall not apply to a member of the Employees' Retirement System who became a member of the System prior to January 1, 1982, and as of January 1, 2001, is either eligible for a deferred vested benefit under 201.24 (4.5) or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit.

- (5) For all employees who are members of the Employees' Retirement System as of January 1, 1971, the County shall contribute a sum equal to 6% of each employee's earnings computed for pension purposes into such account on behalf of each such employee. All such sums contributed, in addition to the contributions previously made by the employee, shall be credited to the employee's individual account and be subject to the provisions of the pension system as it relates to the payment of such sums to such employees upon separation from service. The provisions of this paragraph shall not apply to employees in the bargaining unit in the following classes who were not members of the Employees' Retirement System on or before the 12th day of December, 1967, or whose date of hire is later than December 23, 1967:

Emergency appointment, full time

Emergency appointment, part time

- (6) For employees hired after December 31, 1986, overtime worked shall not be included in the computation of final average salary

- (7) A member of the retirement system shall be eligible for an accidental disability pension if the employee's employment is terminated prior to the employee's normal retirement age by reason of total and permanent incapacity for any duty as the natural and proximate result of an accident occurring at some definite time and place while in the actual performance of duty. The last payment shall be made, if disability ceases prior to the employ's normal retirement date, the first day of the month in which the disability ceases.

Disability shall be considered total and permanent if the Medical Board, after a medical examination of such member, shall certify that such member is mentally or physically incapacitated to perform any job that they are reasonably suited for by means of education, training, or experience. Disability must be as a result of such service accident and such incapacity is likely to be permanent. A member shall not be entitled to both accidental disability pension and ordinary disability pension. A member who meets the requirements for an accidental disability pension shall receive an amount computed in the same manner as a normal pension considering the employee's earnable compensation

1 and service prior to retirement but no less than 60% of the employee's final average  
2 salary.

- 3 (8) Employees retiring on and after January 1, 1991, shall be entitled to pension service  
4 credit for military service under Section 201.24 II(10) of the Employees' Retirement  
5 System as amended by the County Board of Supervisors through File #85-583(a),  
6 notwithstanding the effective date indicated in the amendment.

- 7 (9) The following shall apply only to members of the Employees' Retirement System prior to  
8 January 1, 1997, and does not apply to employees who become members of the  
9 Employees' Retirement System on and after January 1, 1997:

10 Members who retire on and after January 1, 1997, shall be eligible for a normal pension  
11 when the age of the member when added to his/her years of service equals 75, but this  
12 provision shall not apply to any member eligible under 4.5 of Chapter 201, Employees'  
13 Retirement System of the County of Milwaukee.

- 14 (10) Members who hold positions for which membership in the Employees' Retirement  
15 System is optional and opt for such membership, shall have pension service credit earned  
16 after January 1, 2001, credited at 2%. However, such service credit shall not result in a  
17 multiplier increase for service credit earned prior to January 1, 2001, nor shall such  
18 service credit qualify the member for a retention incentive bonus. A member who is 55  
19 years of age and has 15 years of credited service may elect to receive early, reduced  
20 retirement benefits. The member would be entitled to a benefit equal to the normal  
21 retirement with a lifetime reduction of five (5) percent for each year prior to the normal  
22 retirement date.

23 (11) SICK ALLOWANCE BALANCE ON RETIREMENT

- 24 (a) Members of the Employees' Retirement System, whose membership  
25 began prior to September 27, 1995, shall receive full payment for all  
26 accrued sick allowance hours earned before December 16, 2005, at the  
27 time the employee retires. Twenty five percent (25.0%) of any remaining  
28 accrued sick allowance hours earned on and after December 16, 2005,  
29 shall be paid out at the employee's final hourly rate of pay. For  
30 calculation purposes, sick leave earned before December 16, 2005, shall  
31 be used prior to sick leave earned on and after December 16, 2005, for all  
32 hours of sick leave used prior to retirement. Such payment shall be made  
33 in a lump sum, and shall not be included in the calculation of the

1 member's final average salary for pension calculation purposes. If  
2 permissible under IRS provisions, such payment shall be placed in a "back  
3 drop account" in the Employees' Retirement System. The provisions of  
4 this section shall not apply to a member who is eligible for a deferred  
5 retirement benefit under section 4.5 of 201.24 of the Employees'  
6 Retirement System.

7 (b) Members of the Employees' Retirement System whose membership began  
8 on or after September 27, 1995, are not eligible for County paid health  
9 insurance after retirement, but shall have the full value of their accrued  
10 sick allowance at the time of retirement (total hours accrued times the  
11 hourly rate at the time of retirement) credited toward the cost of health  
12 insurance after retirement. When the amount credited is exhausted, the  
13 member or eligible beneficiary may opt to continue their participation in  
14 the County Group Health Benefit Program upon payment of the full  
15 monthly cost. The provisions of this section shall not apply to a member  
16 who is eligible for a deferred retirement benefit under section 4.5 of  
17 201.24 of the Employees' Retirement System.

18 (c) These provisions of the Sick Allowance Balance on Retirement are only  
19 available to employees who have completed their last day of work on or  
20 after January 1, 2001, and/or who have filed an application for retirement  
21 on or after January 1, 2001.

22 (12) **BACK DROP PENSION BENEFIT**

23 The provisions of this section shall apply to any employee whose application to  
24 retire is effective after January 1, 2001, and whose last period of continuous  
25 membership in the Employees' Retirement System began before December 16,  
26 2005; but shall not apply to any member of the Employees' Retirement System  
27 who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this  
28 provision apply to any employee whose membership in the Employees'  
29 Retirement System began on or after December 16, 2005. Upon retirement, an  
30 eligible employee may opt for a "back drop" pension benefit as follows:

31 (a) An employee may request a monthly pension benefit based on accrued  
32 pension service credit and final average salary calculation as of a specific  
33 date in the past which shall be referred to as the "back drop date". The

- “back drop date” may not be prior to the earliest date that the employee was eligible to retire, and shall not be less than one year prior to the date the employee leaves active County employment. The monthly pension benefit the employee was eligible to receive as of the “back drop date” shall be referred to as the “monthly drop benefit”.
- (b) The total amount of the “monthly drop benefit” payments the employee would have received (plus the annual 2% pension increase) between the “back drop date” and the date the employee is removed from the County payroll due to actual retirement (after exhausting all allowable accrued time balances as documented by an ETCR form excluding sick allowance payments), plus interest earnings compounded on a monthly basis equal to the pension fund rate of return used by the ERS actuary for computing the County’s annual contribution to the system, shall be referred to as the “total drop benefit”.
- (c) If the employee opts for a “back drop” pension benefit:
1. The “total drop benefit” shall be paid to the employee with appropriate deductions for state and federal taxes; or if permitted by IRS regulations, the employee may “roll over” the “total drop benefit” to an IRA.
  2. The member shall begin to receive monthly payments of the “monthly drop benefit” (plus the 2% annual pension increase).
- (d) The standard pension options shall be available to an employee who opts for a “back drop benefit”, and the retention incentives incorporated into the pension benefit effective January 1, 2001, shall be included when calculating the “monthly drop benefit”.
- (13) Complete details of the pension plan are described in a separate booklet and in County Ordinances.
- (14) For all employees who became members of the employees retirement system after January 1, 1971, all pension service credit earned on and after January 1, 2012 shall be credited in an amount equal to 1.6% of the member’s final average salary, who at the time the service credit is earned, is covered by the terms of this agreement.
- (15) An employee whose initial membership in the retirement system began on or after January 1, 2012 and began while covered by the terms of this agreement shall be eligible

1 for a normal pension if his or her employment is terminated on or after he or she has  
2 attained age fifty-five (55) and has completed thirty (30) years of service, or if his or her  
3 employment is terminated on or after he or she has attained age sixty-four (64).

4 (16) Mandatory employee contributions.

5 (a) Each employee of the Employees' Retirement System, shall contribute to the  
6 retirement system a percentage of the "Member's Compensation" according to (b).  
7 "Member Compensation" shall include all salaries and wages of the member,  
8 except for the following: overtime earned and paid; any expiring time paid such  
9 as overtime, and holiday; and injury time paid; and any supplemental time paid  
10 such as vacation or earned retirement.

11 (b) Contribution percentage: The percentage shall be as follows: When authorized  
12 by State Law or effective January 1, 2012, whichever is later, a contribution of  
13 one-half (1/2) of the Annual Required Contribution (ARC) to the Employees'  
14 Retirement System or, in the absence of State Law, effective January 1, 2012, a  
15 four percent (4%) employee contribution to the Employees' Retirement System.

16  
17 2.12 SICK LEAVE

18 (1) Employees may be given leave of absence with pay for illness or disability of 3.7 hours  
19 for each pay period, or a proportionate credit for employees who regularly work less than  
20 40 hours per week; provided, however, that such credit shall be canceled for each pay  
21 period in which the employee is absent without pay for more than 3/8 of the required  
22 hours except absences due to disability in line of duty or leave for military service; and  
23 further provided that:

24 (a) Reasons for the absence and the good faith of the employee in taking such leave  
25 shall be supported by such reasonable evidence as may be required by the  
26 appointing authority including a physician's certificate, personal affidavit, or by  
27 other means; and

28 (b) That when the illness or disability of an employee is such as may make it  
29 necessary to take leave of absence of more than 3 days, a statement shall be made  
30 to the appointing authority in writing from a licensed physician or from an  
31 authorized Christian Science practitioner, stating the period of time the employee  
32 was unable to work because of illness or disability, including a statement that the  
33 employee is free of communicable disease.



- 1 (2) Such leave of absence with pay shall accrue during the first six months of service but shall not  
2 be granted until the completion of six months of service, unless injury or disability is incurred  
3 in line of duty.
- 4 (3) Employees working less than full time and eligible to accumulate sick leave shall be granted  
5 leave of absence with pay for illness or disability on any regularly scheduled day when unable  
6 to work due to illness or disability. Illness or disability on scheduled workdays in addition to  
7 the employee's regular schedule shall not qualify for paid sick leave.
- 8 (4) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be taken for the  
9 purpose of enabling employees to receive non-emergency medical attention during duty  
10 hours. Such leave may be allowed for scheduled appointments for any type of medical or  
11 dental care, provided that the employee has given 24 hours or more notice to the supervisor of  
12 the date and time of the appointment. This modification in the use of sick leave recognizes  
13 the current difficulty encountered in attempting to schedule non-emergency medical treatment  
14 during an employee's off duty hours. Because of the nature of the treatment or examination  
15 for which sick leave is allowed for these purposes, such absences are predictable. In order to  
16 be excused from duty for the type of medical treatment or examination contemplated herein,  
17 the practitioner treating the employee shall provide the employee with written notice setting  
18 forth the date and time of the employee's appointment, which notice shall be filed with the  
19 employee's supervisor.

20 Excused time charged against sick leave for these purposes shall be limited to a  
21 maximum of 3 hours per incident, including travel between the employee's work site and the  
22 place of the appointment and shall not be counted as an incident of illness for the imposition  
23 of a doctor's certificate requirement.

- 24 (5) Upon returning to County employment, a former employee shall have their sick leave balance  
25 credited with all accrued sick allowance hours that remained at the time the employee left  
26 County service. This section shall impact all new hires and all current members of the  
27 bargaining unit and shall be implemented in accordance with the provisions of 17.18 of the  
28 CGO.

### 30 2.13 BEREAVEMENT, CRITICAL ILLNESS, WEDDING LEAVES

- 31 (1) Paid leave in accordance with the following formula shall be granted to employees with  
32 more than six months of service having sufficient accrued sick leave from which such  
33 leave shall be deducted.

	CRITICAL ILLNESS	DEATH	WEDDING
Immediate family of employee:	3 Days	3 Days	1 Day
Husband, wife, child, brother, sister, parents or foster parents, brother-in-law and sister-in-law		Plus Travel	
Immediate family of spouse:	1 Day	1 Day	No
Brother, sister, parents or child of employee's spouse, sister-in-law or brother-in-law of spouse		Plus Travel	provision
Other close relatives:	1 Day	1 Day	No
Aunt, uncle, first cousin, niece, nephew, or grandparents of employee or spouse, grandchildren		Plus Travel	provision
Other causes for excused time:			
Funeral of fellow worker		1/2 day if approved by Department Head	

Immediate family of employee:  
Husband, wife, child, brother,  
sister, parents or foster parents,  
brother-in-law and sister-in-law

3 Days

3 Days

1 Day

Plus Travel

Immediate family of spouse:  
Brother, sister, parents or child  
of employee's spouse, sister-in-law  
or brother-in-law of spouse

1 Day

1 Day

No

Plus Travel provision

Other close relatives:  
Aunt, uncle, first cousin, niece,  
nephew, or grandparents of employee  
or spouse, grandchildren

1 Day

1 Day

No

Plus Travel provision

Other causes for excused time:

Funeral of fellow worker

1/2 day if approved by  
Department Head

Time allowed for funerals of immediate family shall not exceed 3 days of leave with pay whenever death and funeral occur in Milwaukee or its vicinity. Whenever either death or funeral occurs elsewhere, travel time may be allowed as follows:

Up to 75 Miles - None

Between 75 to 150 Miles - 1 Day

Over 150 Miles - 2 Days

- (2) Reasons for the absence and the good faith of the employee in taking such leave shall be supported by such reasonable evidence as may be required by the appointing authority, including a physician's certificate, personal affidavit or by other means.
- (3) Such leave shall not be counted as a period of absence for disciplinary purposes.
- (4) The following policies will be formalized:

- (a) Where one day is authorized, it must be taken on the day of the funeral.
- (b) Where more than one day is authorized, such days must be consecutive calendar days, one of which is the date of the funeral.
- (c) When two travel days are authorized, one day must precede the funeral and one day must follow the day of the funeral.
- (d) Scheduled off days shall be considered as part of the total funeral leave allowed when such off days fall within permissible bereavement leave days when such days are considered consecutively. Scheduled vacation days falling within the bereavement period may be rescheduled for liquidation during the remainder of the year.
- (5) Any employee scheduled to work the night shift shall have the option of taking off the night before or night of the funeral.

#### 2.14 LEAVES OF ABSENCE WITHOUT PAY

- (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted for good reason to any employee with the approval of the employee's department head or designee. Such approval shall not be unreasonably withheld. Requests for such leaves shall be made by the employee as far as possible in advance of the date on which such leave is to begin. Employees shall be reinstated to their former positions and shift upon return from leave.
- (2) Leaves of absence without pay in excess of 30 days require the prior approval of the Director of Human Resources, and the employee shall exhaust all accrued time off which will expire during the leave at the beginning of the leave of absence. In the event a leave of absence is granted for more than six months the employee must exhaust all accrued time off at the beginning of the leave of absence regardless of when the time will expire. Accrued time off to be exhausted shall include compensatory, holiday, personal and vacation time, except that 40 hours of vacation time may be carried over to a subsequent calendar year as noted in 2.21 (2)(c) of this agreement. A leave of absence without pay may be granted for medical reasons only after all accrued sick leave has been exhausted.
- (3) Prior to the commencement of the leave of absence, the employee shall sign the leave of absence form and be furnished with a signed approved copy thereof indicating the dates on which such leave begins and ends. In those cases where the employee is not on duty prior to the commencement of the leave, the leave of absence form shall be forwarded to employee by certified mail for signature. The employee shall sign such form and return it

1 within 5 days to the department head for approval, a signed approved copy of which shall  
2 be returned to the employee by certified mail.

3 (4) In the event the employee is unable to return from such leave as scheduled, the employee  
4 shall notify employee's department head to that effect as soon as such circumstances  
5 come to the employee's attention. The employee shall advise the department head of the  
6 date on which employee is expected to be able to return to work. The period of time  
7 between the expiration of the first 30 days of leave of absence without pay and the  
8 employee's return to duty shall not be considered additional leave without pay unless  
9 prior approval of the Director of Human Resources is obtained.

10 (5) Upon return, the employee shall provide evidence acceptable to the employee's  
11 department head verifying the cause of the employee's failure to return as scheduled.  
12 The acceptability of the employee's excuse shall be subject to the reasonable evaluation  
13 of the department head.

14 (6) Employees shall be reinstated to their former positions upon return from leaves of  
15 absence without pay for periods of 6 months or less.

16 (7) Failure to return from a leave of absence upon the expiration of such leave shall be  
17 considered a resignation.

18 (8) During authorized leaves of absence without pay, employees may continue the benefits of  
19 S. 2.20, Employee Health & Dental Benefits and S. 2.18, Life Insurance, but at their own  
20 expense.

21 (9) Employees requesting to return to their former classification at the expiration of their  
22 leave of absence without pay for more than six months shall be permitted to return to the  
23 classification held prior to the leave or to a comparable classification in the same or lower  
24 pay range under the same appointing authority for which they are qualified as determined  
25 by the Division of Human Resources in the County service. If no such vacancy exists,  
26 the employees shall be placed on the layoff/recall list for that classification; certification  
27 shall be made from the layoff/recall list for that classification as authorized vacancies to  
28 be filled occur.

29 (10) Employees on combined leaves for more than six months within a twelve-month period  
30 will not be guaranteed the same position upon their return and will be treated in the same  
31 manner as employees on a leave of absence for more than six months, except as terms of  
32 the Family and Medical Leave Act apply.

- (11) Leave of absence without pay may be granted to any employee, upon request, during the first six months following the birth or adoption of a child, not to exceed six months. Such leave shall not be unreasonably denied. In the event that a medical disability leave was granted immediately prior to the request for a leave without pay due to parenting, the total combined leaves, including the disability leave, shall not exceed six months. Employees exercising their rights under this subsection upon completion of such leave shall be returned to their former position.
- (12) The County agrees to permit employees while on leave of absence without pay to return to duty on a casual basis with the approval of their department head and be compensated at the rate of pay such employee was receiving at the commencement of such leave if assuming their regular duties, or the rate attributable to the duties actually performed if outside of their classification. Fringe benefits shall not accrue during such casual employment, except that hours worked during casual employment will be used for the accrual of vacation, sick leave and seniority.
- (13) Absence of an employee from duty for a period of 7 consecutive work days or longer without notice to employee's department head for the reasons of such absence shall be considered a resignation from the classified service

#### 2.15 EDUCATIONAL LEAVE

- (1) Employees in the bargaining unit shall be eligible for leave of absence without pay for educational purposes upon approval of their department head in accordance with Rule VIII, Section 2, of the Rules of the Civil Service Commission. Such approval shall not be unreasonably denied. When an educational leave is granted for more than six months the employee shall exhaust all accrued time off; including compensatory, personal and vacation time; at the beginning of the leave of absence period.
- (2) Employees requesting an education leave should notify their department head in writing as far in advance as possible.
- (3) Failure to return from a leave of absence upon the expiration of such leave shall be considered a resignation in absentia.
- (4) Employees returning from an approved leave of absence without pay for six months or less shall return to their former position from which the leave was granted. After an approved leave of absence without pay of more than six months, employees shall be returned to their former classification if a vacant position authorized to be filled exists. If

not, the County will make every effort to place such employee in another vacant position authorized to be filled within the same classification in the County Service. If no such vacancy exists, the employee shall be placed on the layoff/recall list for that classification.

## 2.16 LEAVES OF ABSENCE FOR FEDERATION OF NURSES AND HEALTH PROFESSIONALS BUSINESS

(1) Employees may be granted leaves of absence without pay at the request of the Federation of Nurses and Health Professionals and endorsed by the employee on the following terms and conditions:

(a) Request for such leave shall be in writing and shall be submitted to the appropriate appointing authority. No such leave shall be taken without the consent of the appointing authority which consent shall not be unreasonably withheld.

(b) Except for leaves of absence for periods of 10 days or less, not more than three employees shall be on such leave at any one time, nor shall more than one employee from any single department be permitted to take such leave for more than 10 days.

(c) Employees on such leave shall be treated for payroll purposes as employees on leave without pay for any other reason, except when such leave is for 60 days or less the employee shall forfeit pay only equivalent to actual time lost and shall return to work as though the employee's service had not been interrupted.

(d) Employees on such leave for periods in excess of 60 days shall give 15 days' written notice of their intention to return to work.

(e) Employees returning from a leave of absence authorized under this section shall be reinstated to their former position and shift.

(2) A total of one thousand five hundred and sixty (1,560) hours of employee time shall be made available for Federation business annually, at County expense. Five hundred and twenty (520) of the one thousand five hundred and sixty (1,560) hours shall be made available to release the Chapter President. While on such assignment such employee shall remain on the County payroll and continue to receive all wages and fringe benefits to which the employee would have been entitled had the employee not been so assigned

provided that the employee shall not receive any additional benefits in the form of overtime, compensatory time off, shift premium, task rates or any other such benefits in excess of the basic salary.

Such paid time off shall be subject to the approval of the employee's department head which shall not be unreasonably denied. Hours on such assignment must be reported to the Division of Labor Relations on a monthly basis with a copy to the employee's department head.

- (3) The Chief Steward and Chapter Chairperson shall accrue competitive seniority for leaves of absences under this section taken after January 1, 1983.

#### 2.17 MILITARY LEAVE

- (1) Employees holding regular civil service status who are required to take periods of training for the purpose of retaining status as members in organized units of the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who are ordered to active duty, may be granted leaves of absence upon submission of evidence of receipt of competent orders.
- (2) Employees shall have the option to receive full County pay during such leave or to retain military pay. Employees choosing to be compensated by the County shall submit their military base pay to the County Treasurer.
- (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

#### 2.18 LIFE INSURANCE

- (1) Employees shall be eligible for life insurance in an amount equal to the employee's hourly rate multiplied by 2080 hours rounded to the next highest 1000 dollars. The County shall pay the full premium for employees' life insurance coverage based upon earnings to and including the first \$25,000 thereof.
- (2) Within the limits prescribed above, the County shall pay life insurance premiums for all retired employees. This provision shall have no effect on present policy benefits.
- (3) Employees will be eligible to participate in an Optional Life Insurance Program provided in section 62.08 of the General Ordinances of the Milwaukee County.

The entire cost of this additional insurance shall be borne by the employee. Premium payments shall be made via payroll deduction except for periods of unpaid leave. During such periods, in order to maintain coverage pending return to paid status,

1 the employee shall make premium payments directly to the County in the manner  
2 prescribed by the Division of Human Resources.

- 3 (4) In the event an employee who has exhausted accumulated sick leave is placed on a leave  
4 of absence without pay status due to illness, the County shall continue to pay the full cost  
5 of life insurance coverage in (1) above for such employee during such leave for a period  
6 not to exceed a career total of twelve months. The twelve months period of limitation  
7 shall begin to run on the first day of the month following that during which the leave of  
8 absence begins.

9  
10 2.19 CERTIFICATION PAYMENT

- 11 (1) Eligible nurses must be active as of January 1, of each year. Eligible nurses interested in  
12 receiving the \$300 certification payment shall present evidence of such certification no  
13 later than January 31st of each year.

14 Eligibility requires:

- 15 (a) written proof of specialty certification prior to beginning of differential  
16 payment.  
17 (b) maintenance of certification.  
18 (c) certification applies to the area of practice. If no certification is  
19 available for an area of practice, a general nursing practice certification  
20 will be recognized.
- 21 (2) Nurses will not be unreasonably denied time off toward seminar/continuing education  
22 courses required to obtain/maintain certification.
- 23 (3) Approved certifying agencies shall include:  
24 American Heart Association - excluding basic CPR or equivalent  
25 American Nurses Association  
26 National Specialty Nursing Organizations  
27 Infection Control Organizations  
28 National Commission on Correctional Health Care
- 29 If organizations other than the above are found to provide certification, the parties will  
30 meet to consider their inclusion on the list.
- 31 (4) The payment shall be made within four pay periods of the filing date noted above.



- 1 (5) Procedures concerning the application of the certification payment process shall be  
2 adopted at each nurse practice committee. Where no Nurse Practice Committee is in  
3 place, procedures will be agreed upon between the union and the department head.  
4

5 2.20 EMPLOYEES' HEALTH AND DENTAL BENEFITS

- 6 (1) Health and Dental Benefits shall be provided for in accordance with the terms and  
7 conditions of the current Plan Document and the Group Administrative Agreement for  
8 the Milwaukee County Health Insurance Plan or under the terms and conditions of the  
9 insurance contracts of those Managed Care Organizations (Health Maintenance  
10 Organizations or HMO) approved by the County.
- 11 (2) Eligible employees may choose health benefits for themselves and their dependents under  
12 a Preferred Provider Organization (County Health Plan or PPO) or HMO approved by the  
13 County.
- 14 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly amount toward  
15 the monthly cost of health insurance as described below:
- 16 (a) Effective January of 2012, employees enrolled in the PPO shall pay seventy-five  
17 dollars (\$75.00) per month toward the monthly cost of a single plan and one  
18 hundred fifty dollars (\$150.00) per month toward the monthly cost of a family  
19 plan.
- 20 (b) Effective January of 2012, employees enrolled in the HMO shall pay seventy-five  
21 dollars (\$75.00) per month toward the monthly cost of a single plan and one  
22 hundred fifty dollars (\$150.00) per month toward the monthly cost of a family  
23 plan.
- 24 (c) The appropriate payment shall be made through 24 equal payroll deductions.  
25 When there are not enough net earnings to cover such a required contribution, and  
26 the employee remains eligible to participate in a health care plan, the employee  
27 must make the payment due within ten working days of the pay date such a  
28 contribution would have been deducted. Failure to make such payment will cause  
29 the insurance coverage to be canceled effective the first of the month for which  
30 the premium has not been paid.
- 31 (d) The County shall deduct employees' contributions to health insurance on a pre-tax  
32 basis pursuant to a Section 125 Plan. Other benefits may be included in the

1                   Section 125 Plan as mutually agreed upon by the County and the Union. Such  
2                   agreement would be by collateral agreement to this contract.

3                   (e)    The County shall establish and administer Flexible Spending Accounts (FSA's) for  
4                   those employees who desire to pre-fund their health insurance costs as governed by  
5                   IRS regulations. The County retains the right to select a third party administrator.

6                   (4)    In the event an employee who has exhausted accumulated sick leave is placed on leave of  
7                   absence without pay status on account of illness, the County shall continue to pay the  
8                   monthly cost or premium for the Health Plan chosen by the employee and in force at the  
9                   time leave of absence without pay status is requested, if any, less the employee  
10                  contribution during such leave for a period not to exceed one (1) year. The 1-year period  
11                  of limitation shall begin to run on the first day of the month following that during which  
12                  the leave of absence begins. An employee must return to work for a period of sixty (60)  
13                  calendar days with no absences for illness related to the original illness in order for a new  
14                  1-year limitation period to commence.

15                  (5)    Where both husband and wife are employed by the County, either the husband or the wife  
16                  shall be entitled to one family plan. Further, if the husband elects to be the named  
17                  insured, the wife shall be a dependent under the husband's plan, or if the wife elects to be  
18                  the named insured, the husband shall be a dependent under the wife's plan. Should  
19                  neither party make an election the County reserves the right to enroll the less senior  
20                  employee in the plan of the more senior employee.

21                  (6)    Coverage of enrolled employees shall be in accordance with the monthly enrollment  
22                  cycle administered by the County.

23                  (7)    Eligible employees may continue to apply to change their health plan to one of the  
24                  options available to employees on an annual basis. This open enrollment shall be held at  
25                  a date to be determined by the County and announced at least forty-five (45) days in  
26                  advance.

27                  (8)    The County shall have the right to require employees to sign an authorization enabling  
28                  non-County employees to audit medical and dental records. Information obtained as a  
29                  result of such audits shall not be released to the County with employee names unless  
30                  necessary for billing, collection, or payment of claims.

31                  (9)    The County reserves the right to terminate its contracts with its health plans and enter  
32                  into a contract with any other administrator. The County may terminate its contract  
33                  with its current health plan administrator and enter into a replacement contract with any

other qualified administrator or establish a self-administered plan provided:

- (a) That the cost of any replacement program shall be no greater to individual group members than provided in par. (3) above immediately prior to making any change.
  - (b) That the coverages and benefits of such replacement program shall remain the same as the written Plan Document currently in effect for employees.
  - (c) Prior to a substitution of a Third Party Administrator (TPA) or implementing a self-administered plan, the County agrees to provide the Union with a full 60 days to review any new plan and/or TPA.
- (10) The County reserves the right to establish a network of Preferred Providers. The network shall consist of hospitals, physicians, and other health care providers selected by the County. The County reserves the right to add, modify or delete any and all providers under the Preferred Provider Network.
- (11) Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility for the Employee Health Insurance Program.
- (12) Employees hired after September 27, 1995, may upon retirement opt to continue their membership in the County Group Health Benefit Program upon payment of the full monthly cost.
- (13) All eligible employees enrolled in the PPO or HMO shall have a deductible equal to the following:
- (a) The in-network deductible for the PPO shall be five hundred dollars (\$500.00) per insured, per calendar year; one thousand dollars (\$1,000.00) for a two-member family, per calendar year; or one thousand five hundred dollars (\$1,500.00) for a three-member or more family, per calendar year.
  - (b) The out-of-network deductible for the PPO shall be one thousand dollars (\$1,000.00) per insured, per calendar year; two thousand dollars (\$2,000.00) for a two-member family, per calendar year; or three thousand dollars (\$3,000.00) for a three-member or more family, per calendar year.
  - (c) The deductible for the HMO shall be five hundred dollars (\$500.00) per insured, per calendar year; one thousand dollars (\$1,000.00) for a two-member family, per calendar year; one thousand five hundred dollars (\$1,500.00) for a three or more member family, per calendar year.

- (d) Co-payments do not apply towards meeting deductibles for the HMO or PPO.
- (14) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a thirty dollar (\$30.00) in-network office visit co-payment or sixty dollar (\$60.00) out-of-network office visit co-payment for all illness or injury related office visits. The in-network office visit co-payment shall not apply to preventative care, as determined by the plan.
- (15) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a co-insurance co-payment after application of the deductible and/or office visit co-payment.
- (a) The in-network co-insurance co-payment shall be equal to ten percent (10.00%) of all charges subject to the applicable out-of-pocket maximum,
- (b) The out-of-network co-insurance co-payment shall be equal to thirty percent (30.00%) of all charges subject to the applicable out-of-pocket maximum.
- (c) Co-insurance does not apply to those services that require a fixed amount co-payment.
- (d) The in-network co-insurance shall not apply to preventative care, as determined by the plan.
- (16) All eligible employees enrolled in the PPO shall be subject to the following out-of-pocket expenses including any applicable deductible and percent co-payments to a calendar year maximum of:
- (a) two thousand five hundred dollars (\$2,500.00) in-network under a single plan.
- (b) five thousand dollars (\$5,000.00) in-network under a family plan.
- (c) five thousand dollars (\$5,000.00) out-of-network under a single plan.
- (d) seven thousand five hundred dollars (\$7,500.00) out-of-network under a family plan.
- (e) Office visit co-payments are not limited and do not count toward the calendar year out-of-pocket maximum(s).
- (f) Charges that are over usual and customary do not count toward the calendar year out-of-pocket maximum(s).
- (g) Prescription drug co-payments do not count toward the calendar year out-of-pocket maximum(s).
- (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by the County at 100% after the calendar year out-of-pocket maximum(s) has been

- 1 satisfied.
- 2 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a one
- 3 hundred fifty dollar (\$150.00) emergency room co-payment in-network or out-of-
- 4 network. The co-payment shall be waived if the employee and/or their dependents are
- 5 admitted directly to the hospital from the emergency room. In-network and out-of-
- 6 network deductibles and co-insurance percentages apply.
- 7 (18) All eligible employees and/or their dependents enrolled in the PPO or HMO shall pay the
- 8 following for a thirty (30) day prescription drug supply at a participating pharmacy:
- 9 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 10 (b) Thirty dollar (\$30.00) co-payment for all brand name drugs on the formulary list.
- 11 (c) Fifty dollar (\$50.00) co-payment for all non-formulary brand name drugs.
- 12 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-payment
- 13 level at the discretion of the plan.
- 14 (e) Twenty dollar (\$20.00) co-payment for all diabetic covered supplies.
- 15 (f) Mail order is mandatory for all maintenance drugs. There is no coverage for
- 16 maintenance drugs filled at retail pharmacy after the third fill.
- 17 (g) Co-payments for mail order maintenance drugs is the same as retail but for a 90-
- 18 day supply.
- 19 (h) The plan shall determine all management protocols.
- 20 (19) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a
- 21 twenty dollar (\$20.00) office visit co-payment for all illness or injury related office visits.
- 22 The office visit co-payment shall not apply to preventative care, as determined by the
- 23 plan.
- 24 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one
- 25 hundred dollar (\$100.00) co-payment for each in-patient hospitalization.
- 26 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty
- 27 percent (50.0%) co-insurance on all durable medical equipment to a maximum of fifty
- 28 dollars (\$50.00) per appliance or piece of equipment.
- 29 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a one
- 30 hundred fifty dollar (\$150.00) emergency room co-payment (facility only). The co-
- 31 payment shall be waived if the employee and/or their dependents are admitted to the
- 32 hospital directly from the emergency room.
- 33 (23) In accordance with Wisconsin Act 218 that was passed by the State of Wisconsin in

2010, mental health care for all eligible employees and/or their dependents shall be provided in the same manner as regular health care as describe in section 17.14(7). As such, all co-payments, co-insurance, deductibles, and out-of-pocket maximums shall apply accordingly.

(24) Each calendar year, the County shall pay a cash incentive of five hundred dollars (\$500.00) per contract (single or family plan) to each eligible employee who elects to disenroll or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after January 1, and who would be eligible to enroll in health insurance under the present County guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County group health insurance plan must be provided in order to qualify for the five hundred dollars (\$500.00) payment. Such proof shall consist of a current health enrollment card.

(a) The five hundred dollars (\$500.00) shall be paid on an after tax basis. When administratively possible, the County may convert the five hundred dollars (\$500.00) payment to a pre-tax credit which the employee may use as a credit towards any employee benefit available within a flexible benefits plan.

(b) The five hundred dollars (\$500.00) payment shall be paid on an annual basis by payroll check no later than April 1st of any given year to qualified employees on the County payroll as of January 1st. An employee who loses his/her non-Milwaukee County group health insurance coverage may elect to re-join the Milwaukee County Conventional Health Plan. The employee would not be able to re-join an HMO until the next open enrollment period. The five hundred dollars (\$500.00) payment must be repaid in full to the County prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(25) The County shall implement a disease management program. Such program shall be designed to enhance the medical outcome of a chronic illness through education, treatment, and appropriate care. Participation in the program by the patient shall be strictly voluntary, and the patient can determine their individual level of involvement. Chronic illness shall be managed through a variety of interventions, including but not limited to contacts with patient and physician, health assessments, education materials, and referrals. The County shall determine all aspects of the disease management

1 program.

2 (26) The County shall provide a Dental Insurance Plan equal to and no less than is currently  
3 available to employees. Bargaining unit employees hired on or after September 8, 1989  
4 and each eligible employee enrolled in the Milwaukee County Dental Benefit Plan shall  
5 pay two dollars (\$2.00) per month toward the cost of a single plan, or six dollars (\$6.00)  
6 per month toward the cost of a family plan. Employees may opt not to enroll in the  
7 Dental Plan.

8 (27) Effective January 2012, active employees with health care benefits (those who pay  
9 monthly health care premiums) will receive an automatic contribution to a Flexible  
10 Spending Account (FSA) of \$500 for single, \$1,000 for a two-member family, and  
11 \$1,500 for family plans. Unused FSA monies at the end of the year will flow back to  
12 Milwaukee County.

13 (28) If any of the preceding provision in Section 2.20 are modified in Chapter 17.14 (7) of the  
14 Milwaukee County Code of General Ordinances, as a result of the 2012 Milwaukee  
15 County Adopted Budget, the provisions of Chapter 17.14 (7) shall apply to this section.  
16

17 2.21 VACATION

18 (1) Maximum vacation allowance shall be determined in accordance with the following  
19 formula based upon years of service measured from the most recent date of hire:

20 80 hours after one year;

21 120 hours after five years;

22 160 hours after ten years;

23 200 hours after fifteen years;

24 240 hours after twenty years.

25 (2) Employees shall accrue vacation based on the number of hours paid, including overtime  
26 which shall be counted as straight time hours for this purpose, not to exceed the  
27 maximum allowance provided in Par. (1) above. Accrual shall be based upon the  
28 following formula:

29 0 to 5 years = .0385 hours per hour paid;

30 5 to 10 years = .0577 hours per hour paid;

31 10 to 15 years = .0770 hours per hour paid;

32 15 to 20 years = .0962 hours per hour paid;

33 After 20 years = .1154 hours per hour paid.

1 The additional vacation to which employees shall be eligible in the calendar year of their  
2 fifth, tenth, fifteenth, and twentieth year of continuous service shall be .0193 hours per  
3 hour paid in the previous payroll year and shall be liquidated after the employee's  
4 anniversary date.

5 (a) Vacation accrued during any given payroll year shall be liquidated during the  
6 following calendar year, except as noted in Par. (2)(c). The payroll year shall  
7 commence on the first day of the first pay period of any calendar year, not  
8 necessarily the first calendar day of the year.

9 (b) After completing 6 months of service or after 6 months of changing from  
10 pool to regular status, or after 6 months of returning from layoff employees  
11 shall be eligible to liquidate vacation equal to the amount accrued during  
12 such period. After completing the first year of service, employees shall be  
13 eligible to liquidate vacation in that calendar year equal to the difference  
14 between the amount accrued during the first year of service and the amount  
15 liquidated during the same period. Thereafter, such employees shall be  
16 permitted to liquidate vacation which was accrued in the preceding payroll  
17 year.

18 (c) Employees may carry a maximum of eighty (80) hours of accrued vacation  
19 from one calendar year to the next.

20 (d) After six months of service employees who terminate shall be compensated  
21 for any unliquidated vacation at the time of such termination.

22 (3) Employees may exhaust vacation in increments of not less than one-half hour, with  
23 the prior approval of the department head or designee.

24 (4) Part-time employees shall exhaust vacation over a period of time which shall not exceed  
25 the number of weeks to which a full time employee with the same length of service  
26 would be entitled to (two weeks after one year; three weeks after five years; four weeks  
27 after ten years; five weeks after fifteen years and six weeks after twenty years).

28 Employees, at the discretion of their appointing authority shall be allowed to utilize other  
29 paid time such as accrued holiday time, personal time or compensatory time during the  
30 liquidation of their paid vacation leave to cover unpaid time.

31 (5) In the selection of vacations, the employees shall not be required to compete with non-  
32 bargaining unit personnel in the exercise of their relative seniority for that purpose.

33 Requests for January, February and March vacations shall be submitted by October 15th



1 and approved by November 15th. If vacation requests of bargaining unit members are  
2 submitted prior to February 15th, such requests will be approved by March 15th.  
3 Vacation requests submitted after these dates will be granted on a first come first serve  
4 basis. Except for emergencies, vacation requests which have been approved shall not be  
5 changed without mutual agreement.

6 (6) Vacation requests are granted on the basis of seniority. Vacation weeks may be taken as  
7 individual weeks or consecutive weeks except as indicated below during the months of  
8 June, July, and August. Employees with more than two weeks vacation may select two  
9 available weeks during the above said months. After all employees with more than two  
10 weeks have selected, employees with two weeks vacation or less, may select one  
11 available week during the above said months. Any additional weeks during these months  
12 will be granted based on seniority. Carry-over vacation time may not be used in the  
13 computation of vacation weeks for this purpose.

14 (7) For employees in a seven-day service, weekends off will be granted before and after full  
15 weeks of vacations. Weekends to work will be based on the following formula, 26  
16 weekends minus the number of earned weeks of vacation plus 1 weekend. Credit for  
17 makeup weekends would include any weekend worked before or after a scheduled  
18 vacation week or a weekend chosen by an employees from a list predetermined by  
19 management. In the event of conflict over choices, the more senior employee will  
20 prevail.

21 (8) Vacation entitlement shall be based on an employee's total creditable pension service  
22 with Milwaukee County, the State of Wisconsin and any other municipality within the  
23 State of Wisconsin, as included in 17.17(1) of the CGO.  
24

## 25 2.22 PERSONAL HOURS

26 (1) All regular full time employees, subject to the provisions of par. 2.22(3), shall receive 24  
27 hours leave per year known as "personal hours," in addition to earned leave by reason of  
28 vacation, accrued holidays, and compensatory time. Employees who work half time or  
29 more shall accrue personal hours on a pro-rata basis. Proration shall be based on  
30 established work week.

31 (2) Employees shall accrue personal hours during their first fractional calendar year of  
32 employment as follows:  
33

Hours Accrued in Initial Fractional Calendar Year

<u>Date of Hire</u>	<u>Full Time</u>	<u>Half Time</u>
On or before April 30	24 Hours	12 Hours
May 1 to August 31	16 Hours	8 Hours
September 1 and thereafter	8 Hours	4 Hours

- (3) Personal hours may be taken at any time during the calendar year in which they are accrued, subject to the approval of the department head. Supervisory personnel shall make every reasonable effort to allow employees to make use of personal hours as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.
- (4) Employees are permitted but not required to schedule personal hours in advance.

2.23 HOLIDAYS

- (1) The following days of each year are holidays: January 1; the third Monday in January; the third Monday in February; the last Monday in May; July 4; November 11; the 4th Thursday in November; December 25; the day appointed by the Governor as Labor Day; and the day of holding the general election in November in even-numbered years. The fourth Friday of November will be observed as a minor holiday. For purposes of this section, the above holidays shall commence at the beginning of the third shift on the calendar day preceding the holiday and shall end at the conclusion of the second shift on the holiday.
- (2) In the 7-day service areas, holidays will be observed on the holiday. In other areas, a holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday. Employees required to work on the holiday or whose regular off day falls on a holiday (7-day service areas) or employees required to work on the observed holiday (other areas) shall accrue compensatory time for liquidation during the following 13 pay periods as follows:
- (a) Full-time employees - 8 hours;
  - (b) Half-time employees - 4 hours;
  - (c) Pro rata - based on established work week;
  - (d) 10-hour per day employees - 8 hours;

1 (e) 12-hour per day employees - 8 hours.

2 (f) If accrued holiday time is not liquidated within 13 pay periods, the unliquidated  
3 balance shall be compensated in cash.

4 Employees required to work on the holiday (7-day service areas) or on the observed  
5 holiday (other areas) shall accrue compensatory time for all hours actually worked, not to  
6 exceed 8 hours for each holiday.

7 (3) Whenever practicable, employee requests to liquidate holidays on the holiday will be  
8 granted based on seniority and minimum staffing requirements. Each employee will be  
9 granted Christmas or New Years off and at least one other major holiday (Memorial Day,  
10 Independence, Labor Day or Thanksgiving) based on seniority and minimum staffing  
11 requirements.

12 (4) Any employee who works on Thanksgiving or December 25<sup>th</sup> holiday will be paid at  
13 twice their base rate for all hours worked.  
14

#### 15 2.24 ATTENDANCE AT COUNTY MEETINGS

16 The County agrees to release one representative of the Federation to attend meetings of  
17 County Board standing committees, or Civil Service Commission when the subject matter to be  
18 discussed is of specific interest to the Federation. Employees attending such meetings which cause them  
19 to be absent from their work assignment shall notify supervision as far in advance as possible. Such  
20 released time is subject to the approval of the employee's department head and shall not be unreasonably  
21 withheld.  
22

#### 23 2.25 BULLETIN BOARDS

24 (1) The County shall provide bulletin board space for the Federation's use in locations to be  
25 agreed upon for posting notices regarding Federation affairs, restricted to the following:

26 (a) Notices of Federation meetings.

27 (b) Notices of Federation elections.

28 (c) Notices of Federation appointments and results of Federation elections.

29 (d) Notices of Federation recreational and social events.

30 (e) Notices concerning bona fide Federation activities such as cooperatives,  
31 credit unions, and unemployment compensation information. Other notices  
32 concerning Federation affairs which are not political or controversial in  
33 nature.

- 1 (2) Upon written notice by the employer, the Federation shall promptly remove from  
2 such bulletin boards any material which is libelous, scurrilous or in any way  
3 detrimental to the labor-management relationship.
- 4 (3) The posting of any Federation-authorized material which is in violation of this section  
5 shall be cause for the immediate cancellations of bulletin board privileges.  
6

7 2.26 WORK DAY/OFF DAYS

- 8 (1) The normal working day shall consist of 8 hours, exclusive of the meal period.  
9 Employees shall normally be relieved of their duties during their meal period. If an  
10 employee is not relieved of their duties during meal periods, they shall be compensated  
11 on an overtime basis for their meal period if time worked results in more than 8 hours  
12 worked that day.
- 13 (2) The normal work week shall consist of 40 hours. However, the County agrees with the  
14 concept that alternative work schedules may be mutually advantageous. Such schedules  
15 may include 10-hour days, 12-hour days, a combination of the above, or forty (40) hours  
16 per week. Employees may volunteer to be so assigned on a straight time basis, with the  
17 approval of and within the guidelines established by their department head but will not  
18 otherwise be required to work these shifts. Prior to the implementation of any new  
19 permanent shift, management shall notify the Federation of Nurses and Health  
20 Professionals to explain the rationale of the change and method of implementation, and  
21 upon request of the Federation, shall meet to discuss the bargaining unit implications.
- 22 (3) Ten-hour per day and 12-hour per day employees will liquidate other paid leave as  
23 follows:
- 24 (a) Vacation - 10-hour employees liquidate 10 hours per day; 12-hour employees  
25 liquidate 12 hours per day.
- 26 (b) Personal Hours/Holiday - 10 and 12 hour per day employees shall receive 8 hours  
27 of paid holiday leave or personal hours leave. In order for such employee to be  
28 credited with 10 or 12 hours on the holiday or personal hours, such employee  
29 must take the difference between the 8 hours of paid holiday leave or personal  
30 hours and the regular schedule in some form of other paid leave.

31 On the above days, employees must be credited with 10 or 12 hours of  
32 paid leave in order to receive full pay.

- 1 (c) Sick Leave - 10-hour employees liquidate 10 hours per day; 12-hour employees  
2 liquidate 12 hours per day.
- 3 (4) The County agrees with the concept of keeping weekend rotation to a minimum. Except  
4 where necessary to maintain staffing requirements to meet the needs of patient care, no  
5 employee shall be normally required to work more than two complete weekends  
6 (Saturday and Sunday) within a four-week period.
- 7 (5) At the time schedules are being completed, requests for time off will be considered  
8 according to the following priorities:
- 9 (a) Previously approved vacation weeks  
10 (b) Current requests for vacation weeks  
11 (c) Requests for personal hours  
12 (d) Unscheduled vacation days. In the case of conflict, seniority will be the deciding  
13 factor.  
14 (e) Unscheduled holidays. In the case of conflict, seniority will be the deciding factor.  
15 (f) Unpaid off days will be adjusted to accommodate (a) through (d) above if  
16 possible. If after adjusting off days it is impossible to grant requests for paid time  
17 off and also schedule the required 2 unpaid off days each week, unpaid off days  
18 shall be given priority.
- 19 (g) VTO  
20

21 2.27 SEMINAR/CERTIFICATION FEE AND TUITION REIMBURSEMENT

- 22 (1) Seminar Leave and Reimbursement
- 23 (a) The County agrees to provide annual seminar/certification fee  
24 reimbursement funds of \$70,000 to be used for the payment of  
25 seminar/certification registration fees such reimbursement within  
26 the limits of the annual fund shall be approved up to a maximum of  
27 \$550 per year per employee plus \$300 for certification and may  
28 only be utilized with the prior approval of the appointing authority.  
29 On an annual basis, pool nurses will be eligible for seminar  
30 reimbursement upon completion of 500 hours of work per 12-  
31 month period.
- 32 (b) When an employee is authorized to attend a seminar, irrespective of the manner of  
33 reimbursement, the employee shall be permitted to attend during the employee's

1 normally scheduled working hours. In the event the employee is scheduled for  
2 p.m.'s or nights, the employee's schedule shall be modified to permit attendance  
3 during the day. However, attendance at seminars on regularly scheduled off days  
4 shall not be compensated.

5 Employees attending seminars will be credited with paid leave during their  
6 scheduled shift for that day, but will be expected to return to duty if two or more  
7 hours of work can be completed on the shift for that day.

8 The term "authorized" shall mean permission of or direction by the Director of  
9 Nursing, their designee or the department head.

10 (c) Permission to attend seminars shall not be unreasonably withheld. When requests  
11 for the same LAP time for a seminar cannot be granted, first consideration will be  
12 given to those who have not previously been granted LAP days during the  
13 calendar year; next consideration shall be given to those who are members of the  
14 organization sponsoring the seminar or conference and if these factors are equal,  
15 seniority shall be used.

16 (d) Advance Practice Nurse Prescriber, Occupational Therapist, and Music Therapist  
17 shall be eligible for up to \$2,000 per year from the Seminar Reimbursement Fund  
18 as reimbursement for costs incurred to maintain their practitioner certification in  
19 addition to monies available to them from the Seminar Reimbursement Fund for  
20 credit classes. Payment shall be made in accordance with guidelines on file in the  
21 Division of Labor Relations.

22 (e) Reimbursement payments will be made as soon as administratively practicable  
23 after completion of the Seminar.

24 (2) Tuition Reimbursement

25 (a) The County agrees to provide annual tuition reimbursement funds of \$30,000.  
26 Such reimbursement may be approved up to \$3,000 per year per employee.  
27 Eligibility for such reimbursement shall be established after 6 months of  
28 employment with Milwaukee County. Tuition reimbursement shall be granted in  
29 accordance with the guidelines on file with the Training Division of the Division  
30 of Human Resources.

31 (b) Employees are eligible to participate, within established guidelines, in the  
32 Milwaukee County Tuition Loan Program.

1    2.28 DUTY-INCURRED INJURY

- 2            (1)    Milwaukee County shall comply with the provisions of all pertinent Workers  
3                   Compensation Laws and the Americans with Disabilities Act. The County shall  
4                   promulgate and distribute procedures to be followed when an employee is injured or  
5                   becomes ill in the line of duty. Such procedures shall be provided to the union and  
6                   included in the County administrative manual.
- 7            (2)    When it has been determined that the injury or illness was duty incurred, the employee  
8                   shall have restored by the end of the payroll period following the one in which such  
9                   determination was made all sick leave, accrued holiday time, personal time, vacation or  
10                  compensatory time which may have been charged against such employee during the  
11                  pendency of the determination. Both the employee and the Federation shall be advised as  
12                  soon as practicable after a negative determination is made.
- 13          (3)    Any employee on an approved line of duty injury who has accrued time as defined in (2)  
14                  above shall be paid in a lump sum at the employee's regular rate of pay for all such  
15                  accrued time prior to its expiration.
- 16          (4)    Any bargaining unit employee entitled to accrue sick leave under the provisions of  
17                  Section 17.18 C.G.O. who sustains an injury or illness within the scope of the employee's  
18                  employment for which the employee is entitled to receive worker's compensation  
19                  temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes  
20                  (Worker's Compensation Act), shall receive 80% of the employee's base salary as "injury  
21                  pay" instead of such worker's compensation benefits for the period of time the employee  
22                  may be temporarily totally or temporarily partially disabled because of such injury. Such  
23                  injury pay shall not be granted for more than 2,080 hours for any one compensable injury  
24                  or recurrence thereof. However, such reduction in an employee's established rate of  
25                  compensation shall not affect the calculation of an employee's pension benefits nor the  
26                  amount of life insurance benefits the employee normally receives.
- 27          (5)    If the Internal Revenue Service (IRS) determines that the injury pay benefits provided  
28                  hereunder are taxable as wages, then beginning with the effective date of such  
29                  determination, the County will no longer require the 20% employee deduction from  
30                  injury pay benefits provided for in this Article, above.
- 31          (6)    Eligibility for injury pay begins the day following the injury and expires after 2,080 total  
32                  hours or other applicable maximum for less than full time employees is reached.
- 33          (7)    Injury pay can be used for follow-up medical treatment after return to work.

- 1 (8) The 2,080 hour or other applicable maximum applies to each compensable occurrence  
2 and any resumptions resulting from the same injury.
- 3 (9) Employees who are ineligible for injury pay or employees who have exhausted their  
4 injury pay benefits and have not been released to go back to work will be placed on direct  
5 Worker's Compensation payments in accordance with the Wisconsin Worker's  
6 Compensation Act. Direct pay temporary total compensation benefits are paid on a  
7 weekly basis, and are payable at the rate of two-thirds of an employee's average weekly  
8 wage at the time of the occupational accident/illness, up to the allowable State maximum.
- 9 (10) Employees ineligible for injury pay will be placed on direct Worker's Compensation  
10 payments in accordance with the Wisconsin Worker's Compensation Act.
- 11 (11) Failure to report an accident within 24 hours may result in a denial or delay in  
12 compensation.  
13

#### 14 2.29 EMPLOYEE PARKING

- 15 (1) The County will eliminate any charge for parking to employees using County-owned or  
16 controlled parking lots, except the Courthouse Annex and Safety Building Garage. The  
17 County shall make every reasonable effort to secure such lots against theft and vandalism in a  
18 manner consistent with location and type of facility.
- 19 (2) The foregoing paragraph shall not apply to any County-owned or controlled lot available for  
20 use to the General Public for which parking fees have been established or garage or other  
21 parking facility the County may construct, own or control after January 1, 1989. In the event  
22 the County proposes parking fees for bargaining unit members in parking structures  
23 designated as bargaining unit parking, such fees will be negotiated with the Federation prior  
24 to implementation.
- 25 (3) Unit employees shall abide by metered or posted parking restrictions.
- 26 (4) Employees may request to be escorted to their automobiles in the Institutions Complex  
27 parking lots by security personnel. When available, such assistance will be provided as  
28 expeditiously as practical. If such service as currently provided is to be discontinued, the  
29 Office of the Federation of Nurses and Health Professionals will be notified in advance.
- 30 (5) Effective January 01, 2010, the County will reimburse bargaining unit employees who are  
31 regularly scheduled to work at the County Correctional Facility Central (CCFC) up to \$50.00  
32 per month for parking fees.  
33



1 2.31 CHANGES IN EMPLOYEE STATUS

- 2 (1) When a vacancy occurs, prior to posting the position, employees in the unit where the  
3 vacancy occurs shall be allowed to change status, unless the position is being filled via  
4 the layoff/recall process.

5 An employee wishing to change status shall notify their supervisor in writing. A  
6 list of said requests will be maintained. Unit-based change of status requests will be  
7 honored in order of seniority prior to the posting of the vacant position.

- 8 (2) For purposes of this section, employee status shall mean:

9 (a) Full Time - Those employees with an established work week of 40 hours per  
10 week.

11 (b) Half Time - Those employees with an established work week of 20 hours per  
12 week.

13 (c) Pro-Rata - Those employees with an established week of more than 20 but less  
14 than 40 hours per week.

- 15 (3) Whenever the most senior employee's request is denied, the reason for said denial shall  
16 be made known to the employee.

- 17 (4) All persons hired from original or promotional eligible lists shall serve a probationary  
18 period of 1,040 hours of straight time hours paid, excluding overtime unless further  
19 extended by the Director of Human Resources for a period not to exceed an additional  
20 1040 hours of straight time hours paid, excluding overtime. However, at the discretion of  
21 the appointing authority, probationary periods for half time or pro-rata employees may be  
22 completed between 520 and 1,040 hours.

23  
24 2.32 FILLING VACANT POSITIONS/TRANSFERS/PROMOTIONS/DEMOTIONS

- 25 (A) General Information

- 26 (1) All positions in the bargaining unit shall be in the classified service of Milwaukee  
27 County and shall be filled in a manner consistent with the State Statutes and Civil  
28 Service Rules of Milwaukee County. The position must be open for recruitment  
29 and the interested candidate must complete an on-line application. To the extent  
30 possible, the Division of Human Resources shall conduct non-competitive  
31 examinations for the purpose of establishing lists of candidates eligible for  
32 appointment to a bargaining unit position. Examination Announcement will all be  
33 announced on an original basis, meaning that individuals who are not County

employees may apply. However, the Director of Human Resources shall certify all candidates who successfully complete the examination process, plus all individuals on the transfer, reinstatement, and other lists as required by Civil Service Rules.

- (2) The Director of Human Resources shall certify to an appointing authority all candidates on the qualified group list, as well as all candidates on the transfer and reinstatement lists. All candidates will remain on the qualified group list for one (1) year. Subject to the terms of this agreement, the appointing authority may appoint any candidate certified to a vacant position authorized to be filled.
- (3) Whenever an employee is denied a transfer, or a transferred employee does not successfully complete the trial period, the reason for denial or non-completion shall be made known to the employee in writing by the appointing authority.
- (4) When an employee has been offered and accepted a new position, including a transfer, the employee may not be denied movement to the new position for a period exceeding 20 working days from the date of accepting the job.
- (5) The provisions of this section are subject to the requirements of the Order issued by the Honorable Myron L. Gordon, in Jonnie Jones, et al, vs. Milwaukee County, et al. Civil Action no. 74-C-374.
- (6) Any vacancy will be filled first by a regular employee before being filled by an employee in pool status.
- (7) Promotion shall be defined as occurring whenever an employee accepts a position which is in a pay range with a maximum rate of pay greater than the maximum rate of pay for the position held by the employee. Employees who wish to be considered for a promotion shall file an application on Cerdian Self Service web site for the desired position with the Division of Human Resources during the time period when such applications are accepted. Employees eligible for appointment to a vacancy being filled shall have their names added to the qualified group list by the Director of Human Resources as in accordance with the Civil Service Rules.

(B) Definitions

- (1) Intra-departmental transfer shall mean a transfer from one position to another under the same appointing authority.

- 1 (2) Inter-departmental transfer shall mean a transfer to another position with the same  
2 title and the same pay range to another department. Additionally inter-  
3 departmental transfer shall mean a transfer to another position with a different  
4 title from the same or higher pay range in another department.

5 (C) Filling a Vacancy

- 6 (1) Any employee desiring a change of shift or change of status within their current  
7 unit shall submit such a request to their supervisor, which shall be granted in  
8 seniority order prior to the position being posted. All shift changes occur prior to  
9 determining the vacant position.
- 10 (2) Vacancies shall be filled using the layoff/recall list prior to filling in any other  
11 manner, including posting and change of status.
- 12 (3) Until such time as the Internet job postings for transfers are on Cerdian Self  
13 Service website, notices of all positions within the bargaining unit which are to be  
14 filled shall be posted within the respective department (Behavioral Health  
15 Division, DHS, Juvenile Court Center, Department on Aging, County Corrections  
16 Facilities Central (CCFC), and County Corrections Facilities South (CCFS),) as  
17 mutually determined by FNHP and the appointing authority seven (7) days prior  
18 to filling. Postings shall include job title, department, unit, shift, job title, and full  
19 time equivalent (FTE). Employees wishing to be considered for appointment to  
20 such vacancies shall make their requests in writing during the posting period to  
21 the appointing authority. Copies of posted vacancies shall be sent to the  
22 Federation at time of posting. Each appointing authority with positions in the  
23 bargaining unit shall post all vacancies authorized to be filled, including pool  
24 positions, on the Cerdian Self Service website as soon as administratively  
25 practical. The information on the internet shall include: job title, appointing  
26 authority; department/location; shift; FTE status. The information shall remain  
27 posted a minimum of seven (7) days prior to filling the position to permit eligible  
28 employees to file an appropriate transfer request and be considered.
- 29 (4) When a vacancy is authorized to be filled, it shall be filled by the most senior  
30 candidate on the intra-departmental list who is not in the disciplinary process prior  
31 to being filled in any other manner.
- 32 (5) When a vacancy is not filled with an intra-departmental transfer, the appointing  
33 authority shall forward a certification request to the Director of Human

Resources. The Director of Human Resources shall provide the appointing authority with a qualified group list of all candidates eligible for appointment to vacancies in the bargaining unit available at all times. The vacant position will then be filled from a list certified by the Director of Human Resources which would include external candidates; Intra-departmental promotions; Inter-departmental demotions, transfers and promotions.

(6) Consideration for filling a vacancy will be in the following order:

First: Intra-departmental (same appointing authority) transfers within the same classification with the same pay range. Also a voluntary demotion from a different pay range by seniority.

Second: Intra-departmental promotions from the qualified group list. Inter-department (different appointing authority), transfer within the same classification or higher pay range. Also a voluntary demotion from a different pay range by seniority.

Third: Inter-departmental promotions.

Fourth: Non-bargaining unit applicants on the qualified group list

(7) All promotions and inter-departmental transfers to vacant positions shall be based on merit and fitness as determined by the Director of Human Resources. However, merit and fitness being equal, the most senior member of the bargaining unit shall be appointed. Merit and fitness shall be defined as a review of a candidate's; experience, education, job performance, attendance, job related knowledge or skills, and professional certification.

(8) Nothing in this section shall preclude administrative transfers between appointing authorities with the mutual consent of the union and management and said administrative transfer shall have priority over transfer requests.

(9) Involuntary transfers. For the purpose of this section, an involuntary transfer shall mean the relocation of an employee from a unit which has been closed or reduced in staff, to another position in the same classification, in another unit under the same appointing authority. Under such circumstances the least senior qualified employee in the affected classification shall be permitted to return in seniority order to the unit from which the transfers occurred when a vacancy in the same

classification occurs, if the employee(s) so request. The County agrees to notify the Office of the Federation of Nurses and Health Professionals prior to the opening or closing of any unit or program.

#### 2.321 TRIAL PERIODS/PROBATION

- (1) Upon accepting either an intra-departmental or an inter-departmental transfer, the employee shall serve a trial period of 520 worked hours to determine ability to perform the job and desirability to remain on the job. If the employee does not successfully complete the trial period or desires to return to the former position held, the employee shall be permitted to return to the former position held if it is vacant. If the position has been filled, the employee may be relocated to any vacant position in the same classification in the work unit or department from which the employee transferred. If no such vacancy exists, the employee may remain in the position and request an immediate transfer to a position in the same classification in any other department in County service, or the employee will be transferred back to the first vacancy which occurs in the employee's classification in the department from which the employee transferred. If no such vacancy exists, the employee may remain in the position and request an immediate transfer to a position in the same classification in any other department in County service, or the employee will be transferred back to the first vacancy which occurs in the employee's classification in the department from which the employee transferred. When an employee does not successfully complete their trial period and is returned to their former position, or another position in the same classification, the employee shall do so with full seniority and whenever practical shall be returned to the same shift.
- (2) An employee shall serve a new probationary period of 1040 straight time hours worked whenever the employee accepts a position in a different classification that results in a promotion. Therefore, an employee who accepts a promotion, or an appointment to a different classification in the same pay range shall serve a new probationary period. Employees shall not normally be allowed to file a request to transfer until the completion of the probationary period. However, such limitations may be waived by management when deemed mutually advantageous, and the employee will be required to begin a new probationary period whenever a transfer occurs during the probationary period.
- (3) Employees who do not successfully complete their probationary period in a position to which they have been promoted, or who wish to return to their former classification

during their probationary period, shall be permitted to returned to the position from which they were promoted in the event such a position remains vacant. If such position has been filled, the County will make every reasonable effort to place such an employee in another position within the classification from which the employee was promoted, or if no such vacancy exists, to a position in a title and pay range lower than that from which the employee was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate layoff recall list.

#### 2.34 SENIORITY DEFINED

- (1) For all purposes where it applies, bargaining unit seniority shall be measured by the length of an employee's continuous service with Milwaukee County as follows:
  - a. Employees' seniority shall be based on total straight time paid, regardless of whether full or part-time or type of appointment. If two or more employees have the same number of total straight time hours worked or where other employees have the same date of hire, they shall be placed on the seniority list in alphabetical order. Employees' seniority as defined above shall be computed prior to February 1, May 1, August 1, and November 1. Seniority for new employees not appearing on the above list shall be based on date of hire.
  - b. Service time accrued by an employee on and after September 8, 1989, while in an administrative position will not be computed for the purpose of competitive seniority.
  - c. Non-bargaining unit employees, hired into a bargaining unit position after January 1, 2010, will receive 50% credit towards their seniority for their years of County service.
- (2) An employee's seniority is broken when the employee:
  - a. Is discharged;
  - b. Resigns with a break in service exceeding 30 days;
  - c. Is laid off for a period of three (3) years and one day;
  - d. Retires;
  - e. Does not return at the expiration of an authorized leave of absence;
  - f. Is terminated for more than 30 days from a temporary appointment, emergency appointment, a regular appointment during probation, or a re-evaluation period imposed by the Personnel Review Board.

- 1 (3) Whenever it appears in this Agreement, the term "seniority" shall mean the right  
2 established as a result of an accumulation of County service to achieve preferential  
3 treatment over other bargaining unit employees competing for a specific adjustment  
4 relating to hours or conditions of employment. Seniority as used in that context shall have  
5 no bearing on an employee's entitlement to economic benefits predicated upon length of  
6 service.

7  
8 2.35 ORIENTATION

- 9 (1) Orientation shall be provided for all new employees, including transferees. Objective  
10 criteria will be developed and utilized uniformly with all orientees. Employees on  
11 orientation will not be included as part of the staffing pattern.
- 12 (2) No employee shall be released from orientation unless there is a mutual agreement of  
13 those responsible for employees' orientation, including the in-service department where  
14 applicable, after joint evaluation with the orientee. If no agreement is reached,  
15 recommendations of this group shall be submitted to administration within one week for  
16 a decision.
- 17 (3) Employees completing orientation will be notified in writing of same.
- 18 (4) A representative of the Federation of Nurses and Health Professionals shall be permitted  
19 to meet with newly hired bargaining unit employees for thirty (30) minutes at employee  
20 orientation conducted by Administration. The purpose of the meeting is to distribute  
21 copies of the current Agreement between Milwaukee County and the Federation as well  
22 as material explaining the functions of the Federation to the employees. This material is  
23 subject to the approval of the appointing authority before distribution. The County  
24 reserves the right to terminate this provision at any time if the Union presents any  
25 material which is libelous, scurrilous, or in any way detrimental to the labor-management  
26 relationship

27  
28 2.36 PROFESSIONAL PRACTICE COMMITTEE

- 29 (1) In the interest of improving the practice of nursing and the quality of patient care and  
30 maintaining good channels of communication, Professional Practice Committees will be  
31 initiated. These committees will be advisory in nature relative to the practice of nursing  
32 and the quality of patient care. Meetings of these committees shall be held at least

1 monthly. Agenda items shall be any issues acceptable to the committee members that are  
2 concerned with improving nursing practice or patient care.

- 3 (2) There shall be committees of this nature at Correctional Institutions and Behavioral  
4 Health Division. Time spent in meetings shall be considered as hours worked.

5  
6 2.37 EMPLOYEES' SAFETY

- 7 (1) The Federation and the County mutually agree that employees' and public safety is a  
8 primary concern and that every effort shall be made to promote safe equipment, safe  
9 work habits and safe working conditions. To that end, the Federation shall have one  
10 advisory representative on the Employee Safety Committee of the Behavioral Health  
11 Division and one representative on the County Safety Committee. When minutes of the  
12 Committee meetings are kept, a copy thereof shall be forwarded to the Federation of  
13 Nurses and Health Professionals.

- 14 (2) The County shall maintain an immunization record on all employees with respect to the  
15 following communicable diseases:

Mumps	Chicken Pox	Tuberculosis
Measles	Rubella	Hepatitis B

16  
17  
18 Such information shall be obtained from all current employees and new hires. If a non-  
19 immune employee is exposed to one of these diseases off the work site he/she shall  
20 expeditiously inform their immediate supervisor. In such instances management shall  
21 have the option of reassigning said employee or requiring the employee to liquidate  
22 accrued time off, which includes sick leave, during the period of contagion. If the  
23 employee is exposed to communicable diseases at his/her place of employment,  
24 management shall have the option of reassigning said employee or granting the employee  
25 a leave of absence with pay (not to be deducted from accrued off-time) for the period of  
26 contagion.

27  
28 2.38 JURY DUTY

- 29 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury duty will  
30 be required to immediately present such Summons to the employee's supervisor and  
31 indicate the dates on which the employee will be required to serve.
- 32 (2) An employee who reports for jury duty on a regularly scheduled workday shall be paid  
33 for that day at the employee's regular rate, excluding premiums of any kind. Employees



assigned to the second or third shift shall be considered as being assigned to the first shift during period of jury duty.

(3) In the event that an employee is excused from jury duty for 6 hours or more per day, he/she shall return to duty and work the completion of their regular shift.

(4) All fees received by employees serving as jurors shall be deposited with the County Treasurer. The County Treasurer shall send a check to each County employee for that portion of the fee attributable to expenses. An employee may retain the entire fee on days the employee reports for jury duty during vacation, off days, personal days, or other unscheduled times.

(5) If as a result of acting within the scope of their employment an employee is subpoenaed in the interest of Milwaukee County as determined by the Corporation Counsel, time spent in court, as well as travel time up to 8 hours per day shall be paid by the County. Employees wishing to be compensated in accordance with the above shall be required to turn over the witness fee to the County Treasurer.

#### 2.39 DIRECT PAYROLL DEPOSIT

The Milwaukee County Direct Deposit Program shall be utilized by all employees in the bargaining unit.

#### 2.40 CHANGES IN CLASSIFICATION

(1) When, in the judgment of the Federation, a position or group of positions in the bargaining unit is improperly classified because of changes in the duties or responsibilities, the Federation shall submit its recommendations for reclassification in writing to the Director of the Division of Human Resources. All requests shall include an updated position description, detailed information regarding the duties assigned to the position, a summary of the change in duties and other pertinent information in a format designated by the Director of Human Resources. The Director of Human Resources shall review the duties assigned to the position as well as any other information provided and submit a recommendation to the Union.

(2) In the event the Union concurs with the recommendations of the Director of Human Resources to reclassify a position, the recommendation shall be included in a report distributed to all County Board Supervisors.

- 1 (3) In the event the Union does not concur with the recommendation of the Director of  
2 Human Resources, both parties may request or provide such additional information as  
3 may clarify the appropriate classification for the position. After reviewing the additional  
4 information, if both parties concur that a reclassification is appropriate, the  
5 recommendation of the Director of Human Resources shall be included in a report  
6 distributed to all County Board Supervisors.
- 7 (4) In the event the Union and the Director of Human Resources cannot agree on the  
8 appropriate classification for an existing position, either party may appeal to the  
9 Personnel Committee within 30 days of receiving notice of the Director of Human  
10 Resources final recommendations. Both parties shall submit a written summary of the  
11 rationale for their opinion to the Personnel Committee as well as any other information  
12 deemed appropriate. The decision of the County Board on the Personnel Committee  
13 recommendation, subject to review by the County Executive, shall be final and if a  
14 change in classification is approved, it shall be implemented the first day of the pay  
15 period following that in which a resolution adopted by the County Board has been  
16 approved by the County Executive.
- 17 (5) Monthly while a reclassification is pending, the Director of Human Resources shall  
18 provide a report to the Personnel Committee which lists all position reclassification  
19 which the Director intends to approve, along with a fiscal note for each. This report shall  
20 be distributed to all County Supervisors and placed on the Personnel Committee agenda  
21 for informational purposes. If a County Supervisor objects to the decision of the Director  
22 of Human Resources within seven working days of receiving this report, the  
23 reclassification shall be held in abeyance until resolved by the County Board upon  
24 recommendation of the Personnel Committee, and subsequent County Executive action.  
25 If no County Supervisor objects, the reclassification shall be implemented the first day of  
26 the first pay period following the meeting of the Personnel Committee and in compliance  
27 with collective bargaining agreements. In the event the County Board takes no action on  
28 a reclassification, after receipt of a recommendation from the Personnel Committee, the  
29 reclassification shall be implemented the first day of the first pay period following action  
30 by the County Executive or, in the event of a veto, final County Board action.
- 31 (6) The new rate of pay for the position reclassified shall be effective 120 days from the date  
32 of the request for reclassification or upon the effective date of the reclassification,

1           whichever is less, except in instances where the position is reclassified to a classification  
2           in a lower pay range the provisions of Chapter 17 of the County Ordinances shall apply.

- 3           (7)    The Director of the Division of Human Resources or the department head shall not be  
4           precluded from initiating a review of the classification of any represented position if  
5           he/she feels such a review is appropriate.

6  
7    2.43 DEFERRED COMPENSATION

8           Bargaining unit employees shall be permitted to participate in Milwaukee County's Deferred  
9    Compensation Program. Milwaukee County reserves the unilateral right to select the Plan Administrator  
10   and/or change the Plan Administration.

11  
12   2.44 CHARGE DIFFERENTIAL

- 13          (1)    Registered Nurses employed at the Sheriff's Department, or House of Correction, who are  
14          assigned Charge Nurse duties, shall receive one dollar (\$1.00) per hour differential for  
15          the performance of such duties:

16          (a)    Such employee is designated as the Charge Nurse on the work schedule by the  
17                  Sheriff or his/her designee, or the House of Correction Superintendent or his/her  
18                  designee, and

19          (b)    Such employee is assigned to such duties for a minimum of 4 hours. In no event  
20          shall the Charge Nurse Differential be paid to more than one employee for the  
21          same hours.

22          (c)    Such employee, during the term of the assignment, shall be exempt from the  
23          provisions of 2.08

- 24          (2)    The County will make every reasonable effort to select employees from among those  
25          who have volunteered for such assignment.

26  
27    2.45 CHILD CARE VOUCHERS

28          Employees shall be eligible to participate in a voucher program which will enable child care  
29    expenses to be paid with pre-tax income. Such program will be administered by a vendor, to be selected  
30    by Milwaukee County, and shall be in conformance with state and federal regulations.

1    2.46 EMPLOYEE LIABILITY

2           If the defendant in any action or special proceeding is a public employee and is proceeded against  
3 as an individual because of acts committed while carrying out the employee's duties as an employee and  
4 the jury or the court finds that such defendant was acting within the scope of the employee's  
5 employment, the judgment as to damages and costs entered against the employee in excess of any  
6 insurance available to the employee shall be paid by the County of which the defendant is an employee.  
7 Regardless of the results of the litigation, the governmental unit, if it does not provide legal counsel to the  
8 defendant employee, shall pay reasonable attorney's fees and costs of defending the action, unless it is  
9 found by the court or jury that the defendant employee did not act within the scope of employment.  
10 Failure by the employee to give notice to the employee's department head of action or special proceeding  
11 commenced against the defendant employee as soon as reasonably possible is a bar to recovery by the  
12 employee from the County of reasonable attorney's fees and costs of defending the action. The attorney's  
13 fees and expenses shall not be recoverable if the County offers the employee legal counsel and the offer  
14 is refused by the defendant employee.

15  
16    2.47 INCOME CONTINUATION INSURANCE

17           The County shall provide employees with the option of purchasing short-term income  
18 continuation insurance coverage via payroll deduction. Employees shall be offered the option of  
19 purchasing short-term income continuation insurance coverage in accordance with the provisions of any  
20 plan which may be offered by Milwaukee County.

21  
22    2.48 ACCRUED TIME OFF DONOR PROGRAM

- 23           (1)    The Department of Human Resources shall establish and maintain an accrued time off  
24 donor program for the purpose of enabling employees who have used all of their  
25 available accrued off time, including sick leave, to receive donations of accrued time off  
26 from other employees who have elected to donate accrued time off to the employee in  
27 need of such time. Employees shall be permitted to donate, in increments of one hour,  
28 accrued vacation time, personal time, or holiday time to a designated employee who has  
29 exhausted all of his/her accrued time off, including sick leave, because he/she is suffering  
30 from a potentially terminal illness as certified by a physician.
- 31           (2)    Employee Requesting Donation of Time
- 32               (a)   Any employee who feels that he/she qualifies for and desires to receive donations  
33 of time shall contact the Department of Human Resources at 278-4143 in the

1 Courthouse, Room 210 and indicate his/her intention to file an application for the  
2 donor program.

3 (b) The Department of Human Resources shall provide two forms to be completed by  
4 the employee and the employee's attending physician--Application for Time Off  
5 Donor Program and Application for Time Off Donor Program Physician's  
6 Statement of Employee's Disability. It is the employee's responsibility to complete  
7 the employee form and have the attending physician complete the disability  
8 statement and return both forms to the Department of Human Resources, marked  
9 confidential.

10 (c) The employee shall not be considered eligible to receive donated time until after  
11 the Department of Human Resources receives the completed application and  
12 physician's statement and verifies that the employee meets the requirements of  
13 having no available time and that the employee has a potentially terminal illness.

14 (d) Milwaukee County and the Department of Human Resources reserve the right to  
15 obtain a second opinion as to the nature of the employee's illness and the  
16 expected prognosis.

17 (e) If the employee is deemed eligible to receive donations of time, the Department of  
18 Human Resources will notify the employee's department and the Union of the  
19 determination. The Department of Human Resources shall maintain a listing of all  
20 employees who are deemed eligible to receive donations of time.

21 (f) Employees who are eligible and receive donations of time shall have any time  
22 donated to them added to the employee's sick allowance balance. Employees may  
23 receive donations of time after their eligibility for the program has been  
24 determined and as long as they are determined to have a potentially terminal  
25 illness.

26 (3) Employees Requesting To Donate Time

27 (a) Any employee wishing to donate accrued time must complete an Application to  
28 Donate Time form that is available from the Department of Human Resources.

29 (b) It is the employee's responsibility to have the form accurately completed and  
30 returned to the Department of Human Resources.

31 (c) Each request must specify only one named County employee to receive the  
32 specified hours of donated time. The request to donate time will be implemented

only after the named employee has been determined to be eligible to receive donations of time.

- (d) A separate Application to Donate Time form must be completed for each employee to whom the time is being donated and each time a donation is being made.
- (e) The employee donating time and the employee's department will be notified by the Department of Human Resources when the donated time has been removed from the employee's accrued balance.
- (f) The employee named to receive the donation of time can only use any time donated. The employee who donated the time shall not have any time returned to his/her accrued balances if the employee to whom the time is donated does not utilize all of the donated time.
- (g) The decision to donate time cannot be rescinded once the Application to Donate Time has been received and approved by the Department of Human Resources.
- (h) The Department of Human Resources shall not make a recommendation as to which eligible employee should benefit from the donation of time or the amount of time any eligible employee requires.
- (i) The Department of Human Resources shall maintain a listing of employees determined to be eligible to receive donations of time.
- (j) An employee may choose to donate time to another employee even though the employee receiving the donation of time is in a different department or a different bargaining unit.

### PART 3

#### 3.01 ROLE OF THE REGISTERED NURSE

- (1) The County recognizes that the registered nurse is responsible for the direct and/or indirect total nursing care of patients and that the proper utilization of nursing skills requires that various supportive personnel and services are provided to assist the nurse in giving nursing care.
- (2) The nurses must and shall have authority commensurate with their responsibility for directing the work of the various auxiliary and nursing personnel who are assigned to nursing units to perform various tasks which are a part of total nursing care.

1 (3) The County will make every reasonable effort to implement the principle of relieving the  
2 registered nurse of such tasks as cleaning units following patients' discharge, delivering  
3 drugs from pharmacy to the wards and correctional institutions, transporting stable  
4 patients and their records, transporting specimens and performing clerical duties.

5 (4) The County agrees that relief from nonprofessional tasks is desirable in allowing nurses  
6 to perform the duties for which they were educated and will make every effort to  
7 implement the transfer of such nonprofessional duties to other services or auxiliary  
8 personnel.

9 (5) The parties further agree that it is the County's responsibility to attempt to provide  
10 adequate numbers of registered nurses and auxiliary nursing personnel on all shifts as  
11 necessary, consistent with sound practices, and to fill approved vacancies as soon as  
12 possible in order to provide safe and adequate nursing care and to make maximum  
13 utilization of the training and competencies of all nursing personnel.

#### 14 15 3.02 EMPLOYEE LISTS

16 (1) The County shall supply the Federation with a monthly list of any hires and terminations  
17 within its bargaining unit. The lists shall contain the names, addresses, phone numbers,  
18 classification, and hourly rate of pay and be listed within work units established for check  
19 distribution purposes.

20 (2) The County shall notify the Federation whenever an employee is promoted out of,  
21 transferred into, or retires from the bargaining unit within thirty (30) days.

22 (3) The County shall notify the Federation of name changes and classification changes within  
23 thirty (30) days.

#### 24 25 3.04 IN-SERVICE TRAINING

26 Time spent by employees for in-service training while off duty shall be considered as hours  
27 worked. Attendance at in-service training programs scheduled during shifts other than those to which  
28 the employee is assigned shall not be compulsory.

#### 29 30 3.05 BARGAINING TIME

31 Employees serving as members of the Federation bargaining committee shall be paid their  
32 normal base rate for all hours spent in contract negotiations carried on during their regular workday.  
33 Efforts shall be made to conduct negotiations during non-working hours to the extent possible and in no

case shall such meetings be unnecessarily protracted. Employees released from duty for negotiations shall not be required to find a replacement as a condition of such release and shall be allowed reasonable travel time between their work site and meeting location.

### 3.06 VOLUNTARY TIME OFF

- (1) When employee requests to reduce their work week or go on leave of absence without pay are approved by their appointing authority as part of a cost reduction program due to declining census, they will continue to accrue the following benefits as though their employment status had not changed:
  - (a) Holiday
  - (b) Vacation Accrual
  - (c) Competitive Seniority
  - (d) Health, Dental and Life Insurance Premiums
  - (e) Sick Leave Accrual
  - (f) Pension Service Credits (prospectively and retrospectively)
- (2) Employees may utilize voluntary time off in increments of less than one complete shift.
- (3) Compensatory time or accrued holiday time expiring during such leave of absence without pay shall be extended for an additional 13 payroll periods after the employee returns to duty. Bargaining unit employees will be permitted to carry over vacation in accordance with Section 2.21 of the current agreement.
- (4) Leaves of absence under this section shall not be used as a substitute for other types of unpaid leaves authorized by this Agreement.

### 3.07 ACCESS TO PERSONNEL FILES

- (1) Employees, or their designees, shall have the right to examine their departmental personnel files at reasonable times in the office where such files are maintained. Requests for such examination shall be made to the appropriate department head in writing. Upon receipt of such request, the appropriate department head shall arrange a time and place where such examination may be made. In the event a department maintains more than one file on an individual employee, all such files shall be made available to the employee at the time and place designated by the department head. A list of the generally recognized locations of employee personnel files shall be submitted to the Federation of Nurses and Health Professionals.



- 1 (2) Examinations of employee's files shall be conditioned upon the following:
- 2 (a) Neither the employee nor any person on the employee's behalf shall remove the
- 3 file or any of the documents contained therein from the office in which the
- 4 inspection is conducted.
- 5 (b) Upon written request of the employee made upon forms furnished by the
- 6 County, the department in which the employee's files are kept shall provide
- 7 photostatic copy or other reproduction of matters contained therein on the
- 8 following conditions:
- 9 1. The documents to be copied shall be specifically identified on the
- 10 request form.
- 11 2. Such documents shall be relevant to the purpose of the inspection
- 12 which shall be stated on the request form.
- 13 3. Such copies shall be made available to the employee or their designee
- 14 within 48 hours from the time of the request.
- 15 4. Copies shall be provided to the employee or their designee at no cost
- 16 to the employee or their designee.
- 17 (c) Such inspection shall be conducted as expeditiously as possible and in a
- 18 manner which does not interrupt the normal work flow of the department.
- 19 (3) Any correspondence made in writing to the appropriate department head concerning
- 20 matters contained in such file shall be made part thereof. Material related to employee
- 21 performance will be discussed with the employee prior to insertion in the employee's
- 22 personnel file.
- 23 (4) No reference to employee participation in the grievance procedure shall be placed in the
- 24 employee's personnel file.
- 25

### 26 3.08 EMPLOYEE PERFORMANCE EVALUATIONS

- 27 (1) Employee performance evaluations shall be reviewed with the employee before such
- 28 evaluations are placed in the employee's personnel file. The employee shall sign such
- 29 evaluations after they are completed in ink or typed and be given a copy of same.
- 30 (2) Employee shall have the right to submit written comments with respect to their
- 31 performance evaluation in accordance with Section 3.07(3).
- 32 (3) Employee evaluations shall be completed in a timely manner and
- 33 expeditiously forwarded to the Division of Human Resources.

1 (4) At the Behavioral Health Division, employees shall have the right to appeal their  
2 evaluation in accordance with the appeal process developed jointly through the  
3 Professional Practice Committee.

4 (5) Employees shall not be required to sign or present another employee's performance  
5 evaluation.

6  
7 3.09 LAYOFF AND RECALL

8 (1) The Division of Human Resources will make every reasonable effort to place employees  
9 who would be affected by a layoff in order of their seniority into vacancies which have  
10 been approved for filling. Employees will be required to accept such placement.

11 (2) In the event there are insufficient vacancies approved for filling and that it becomes  
12 necessary to layoff bargaining unit employees based on total Countywide seniority, the  
13 County agrees to meet with the Union to discuss ways to avoid the layoffs, which may  
14 include soliciting volunteers in order to avoid compulsory layoffs. Employees who  
15 volunteer for layoff shall be placed on the layoff/recall list for the classification from  
16 which layoff occurred for three years and one day from the date of layoff.

17 (3) Employees affected by layoff shall have a right to another position in the County service  
18 for which they are qualified in accordance with the following procedure:

19 (a) Displace the least senior employee in the same or comparable classification, as  
20 determined by the Division of Human Resources, based on minimum  
21 qualifications, under the same appointing authority. This least senior employee  
22 shall displace the least senior employee in the same or comparable classification,  
23 as determined by the Division of Human Resources, based on minimum  
24 qualifications, in the County service. A part-time employee may displace a less  
25 senior part-time employee holding the same classification, and a full-time  
26 employee may displace a less senior full-time employee holding the same  
27 classification. However, a full-time employee who is willing to accept part-time  
28 employment, may displace a less senior part-time employee holding the same  
29 classification.

30 (b) All nursing employees shall have the right to displace the least senior RN I in the  
31 County's service provided they have more seniority.

32 (c) The County will not object to a claim for unemployment compensation filed by  
33 any employee who was affected by layoff, including those who volunteered for

1                   layoff, unless the employee was offered a position in County service in the same  
2                   classification and FTE status.

- 3           (4)   Employees on layoff shall be recalled to vacancies in the classification previously held  
4               based on their respective seniority, with the most senior employee being recalled first.  
5               Employees who held a full-time position prior to layoff shall be placed on the  
6               layoff/recall list for both full-time and part-time positions, but shall be removed from the  
7               part-time layoff/recall upon refusing an offer of part-time employment and shall be  
8               removed from the layoff-recall list for both full-time and part-time employment upon  
9               refusing an offer for full-time employment. An employee who held a part-time position  
10              prior to layoff shall be placed on the layoff/recall list for part-time employment. All  
11              employees shall be placed on the layoff/recall for three (3) years and one day from the  
12              day of layoff.
- 13          (5)   Vacancies shall be filled using the layoff-recall list prior to filling in any other manner,  
14               including postings and change of status.
- 15          (6)   If programs or functions will become inoperable by reason of the application of this  
16               section, the employer may protect individual employees from layoff to ensure the  
17               operability of programs or functions. If the County determines to lay off in a manner  
18               inconsistent with the seniority provisions of this section, the County shall be required to  
19               discuss such layoff with the Federation of Nurses and Health Professionals. If agreement  
20               cannot be reached as to the appropriate individual employees necessary to ensure the  
21               operability of programs or functions, an arbitrator will be selected in accordance with  
22               Sec. 4.03(1) who will hold an immediate hearing and issue a bench decision solely on the  
23               appropriate individual employees necessary to be retained outside of seniority order for  
24               continued program operation. Failure of the arbitrator's decision shall not stay the  
25               effective date of the layoff. If by reason of the award any employee is returned to duty  
26               the employees shall be made whole.

### 27 28   3.11 UNION VOTES

29           Employees may be permitted to leave their work stations to participate in Union referenda, such  
30   as Contract ratification votes, with the consent of their immediate supervisor, and such consent shall not  
31   be unreasonably withheld.  
32  
33

1 3.12 DEPARTMENT WORK RULES

2 The Federation recognizes the prerogative of the County to operate and manage its affairs in all  
3 respects in accordance with its responsibilities, duties and powers, pursuant to the statutes of the State of  
4 Wisconsin, the ordinances and resolutions of the County and the rules of the Civil Service Commission.  
5 The Federation recognizes the exclusive right of the County to establish reasonable work rules. The  
6 County shall meet with the Federation for the purpose of discussing the contemplated creation or  
7 modification of such rules 5 days prior to implementation, except in emergency situations where no  
8 advance notification shall be required. In such situations, the County shall meet with the Federation as  
9 soon as practicable following implementation. The County shall submit to the Federation written copies  
10 of the proposed work rule change prior to the meeting to discuss these proposals.  
11

12 3.14 POOL EMPLOYEES

- 13 (1) A pool employee is credentialed by the State of Wisconsin and employed on an hourly  
14 basis. The rate of pay will be adjusted by any general wage increase.
- 15 (2) Pool employees shall be granted a bonus based on total pool hours paid at the end of each  
16 payroll year. (Pay Period 1-26), based on total pool hours paid, as follows:
- |    |                   |         |
|----|-------------------|---------|
| 17 | 201 - 400 hours   | \$250   |
| 18 | 401 - 800 hours   | \$600   |
| 19 | 801 or more hours | \$1,000 |
- 20 (a) This bonus shall be paid as soon as administratively possible.
- 21 (b) Employees converting from pool status to permanent status during the calendar  
22 year shall receive the bonus based on hours worked as a pool employee during the  
23 calendar year.
- 24 (c) Employees who resign during the calendar year shall receive the bonus based on  
25 hours worked as a pool employee.
- 26 (3) Pool employees' duties shall be those normally performed by Registered Nurses I,  
27 Advance Practice Nurse Prescriber, and Occupational Therapists except as limited in  
28 Section 1.06.
- 29 (4) Pool employees may participate in group health and dental plans by paying the monthly  
30 premiums.
- 31 (5) Performance evaluations may be done at any time there is a need but must be done after  
32 orientation and yearly. For pool employees who work in one area, the area supervisor

1 will do the evaluation. For pool employees who work in more than one area, the  
2 supervisors will collaborate on the evaluation.

- 3 (6) Every effort will be made to offer assignments based on the employees' indicated  
4 availability. Pool employees working in 7-day service are required to work a minimum  
5 of four (4) shifts per month. Two (2) of the required shifts will be on a weekend, off-shift  
6 or major holiday. The minimum shift requirement will be met if there is no need to have  
7 the pool employee work a weekend, off-shift on major holiday. If pre-scheduled shifts  
8 are cancelled by management, then these hours will be counted toward meeting minimum  
9 requirements. Shifts cancelled by the employee will not count towards the requirements.  
10 Failure of a pool employee to be available to meet the minimum requirements may be  
11 considered a resignation. Pool employees who are receiving Social Security payments  
12 may have the shift requirement waived or reduced on a case by case basis in the event the  
13 requirement jeopardizes their Social Security payments.
- 14 (7) A permanent employee who opts to become a pool employee and returns to permanent  
15 status shall be credited with all hours worked as a permanent employee and a pool  
16 employee for purposes of determining the step in the pay range at which the employee  
17 shall be compensated or the formula included in 2.01 (2) whichever is greater.
- 18 (8) Pool employees who accepts an appointment to a permanent position shall be credited  
19 with all hours worked as a pool employee for the purpose of determining the step in the  
20 pay range at which the employee shall be compensated or the formula included in 2.01(2)  
21 whichever is greater.
- 22 (9) Pool employees shall not accrue any benefits during their status as pool employees other  
23 than seniority, in accordance with Section 2.34.
- 24 (10) Employees in the pool with no prior break in service shall have vacation, sick leave,  
25 pension credits\* and seniority credits accrued at the time of appointment to pool status  
26 restored upon return to permanent status and will receive seniority credit for all pool  
27 hours worked.

28 \*In accordance with the provisions of the Employees' Retirement System.

29 (11) Scheduling Policies:

- 30 (a) Requests for additional hours by employees on regularly scheduled work weeks  
31 of less than forty hours on affected units will be honored before scheduling pool  
32 employees.

- (b) Pool employees may be called upon to fill staff needs after the schedule has been posted, prior to offering of overtime to regular employees provided hours for pool will not result in increased off shift rotation for full time, part time or pro-rata employees. However, once an overtime shift has been confirmed, a regular employee cannot be canceled by a pool employee.
- (c) If more than one Pool employee is scheduled on the same program and one is not needed, the pool employee on overtime will be canceled first. When canceling pool employees, pool on overtime and pool on straight time are two (2) separate groups. Cancellations will be rotated and balanced if more than one pool employee is scheduled.
- (d) Pool employees who sign up for a shift are considered to be scheduled. Pool employees absent from scheduled shifts in excess of two (2) shifts within three (3) scheduling periods may be disciplined up to and including termination. This section shall not supercede or interfere with the County's right to discipline employees.
- (e) Pool employees requesting to work for a scheduling period will have their requests reviewed for the areas they are qualified for. These requests will be granted based on need. If more than one pool employee is interested in working the day/shift/area, the pool employee that has the lesser amount of shifts to be granted will be awarded the shift.
- (12) A pool employee who requests a leave of more than three (3) months shall be asked to resign and may re-apply when they are again available for work.
- (13) Pool employees who fail to remain current on mandatory trainings, testing, licensure or certification may be separated from the pool.
- (14) The following provisions of this Agreement apply to Pool Nurses pool employees: Part I, 2.01, 2.02, 2.03, 2.04, 2.05, 2.07, 2.10, 2.25, 2.27\*, 2.28, 2.29, 2.31, 2.34, 2.35, 2.36, 2.37, 2.39, 2.40, 2.44, 2.46, 3.01, 3.02, 3.04, 3.07, 3.08, 3.11, 3.12, 3.14, 3.15, 4.01, 4.02, 4.03, 5.02(5), 5.03, 6.01, 6.02, 6.03.
- \*After 500 hours worked per year as a pool employee.
- (15) If a pool employee calls within two (2) hours of the start of a pool shift and is told to report for duty, reports for duty and is sent home, the pool employee will be paid a minimum of four (4) hours.
- (16) Pool employees who work a major holiday will be compensated at time and one-half.

- 1 (17) Pool employees will not be used to avoid creating new positions or filling existing  
2 positions.  
3

4 3.15 TECHNOLOGICAL CHANGES

- 5 (1) The County has the right to implement technological changes, subject to the terms of this  
6 Agreement.  
7 (2) Whenever technological changes occur and the appointing authority determines that  
8 additional training is necessary, such training will be conducted during the employee's  
9 regular working hours. The County reserves the right to modify employee's regular  
10 working hours to accommodate such training.  
11 (3) The County agrees to meet with the Federation in advance of the implementation of  
12 significant technological changes for the purpose of discussing the implementation of  
13 same.  
14 (4) The County recognizes the fact there are now many work areas where bargaining unit  
15 employees are expected to enter patient information into computer terminals and that  
16 these entries are critical to accurate patient information and quality care. In order to  
17 maintain accuracy and privacy, employees in the nursing service will create their own  
18 confidential password compatible with the system software to access the computer. This  
19 code will be known only to the employee, will be accessible through the system to the  
20 computer department only and will be inaccessible to other employees.  
21

22 PART 4  
23

24 4.01 FAIR SHARE AGREEMENT

- 25 (1) Effective in accordance with the referendum conducted by the Wisconsin Employment  
26 Relations Commission on July 13, 1973, and each pay period thereafter during the terms  
27 of the current collective bargaining Agreement between the parties, and unless otherwise  
28 terminated as hereinafter provided, the employer shall deduct from the biweekly earnings  
29 of the employees specified herein an amount equal to each such employee's proportionate  
30 share of the cost of the collective bargaining process and contract administration and pay  
31 such amount to the treasurer of the certified bargaining representative of such employees  
32 within 10 days after such deduction is made, provided:

- 1 (a) That as to employees in the employ of the employer as of the effective  
2 date of this agreement, such deduction shall be made and forwarded to  
3 the treasurer of the certified bargaining representative from the  
4 biweekly earnings of all bargaining unit employees.
- 5 (b) That such deduction shall be made and forwarded to the treasurer of the certified  
6 bargaining representative from the biweekly earnings of new bargaining unit  
7 employees in the first full pay period following the employees' date of hire.
- 8 (c) In order to insure that any such deduction represents the proportionate  
9 share of each employee in the bargaining unit of the cost of collective  
10 bargaining and contract administration, it is agreed as follows:
- 11 1. That prior to the implementation of the agreement, the Federation shall  
12 submit to the County a schedule of monthly dues levied by its  
13 organization.
  - 14 2. Any increase in dues or fair share amounts to be deducted shall be  
15 certified by the Federation at least 15 days before the start of the pay  
16 period the increased deduction is to be effected.
  - 17 3. The Federation agrees that no funds collected from non-members under  
18 this fair share agreement will be allocated for, or devoted directly or  
19 indirectly to, the advancement of the candidacy of any person for any  
20 political office.
  - 21 4. The County agrees to honor voluntary contribution deductions for political  
22 purposes from bargaining unit employees. Such contributions shall be  
23 handled as payroll deductions on a biweekly basis.

- 24 (2) In the event during the continuance of its recognition, the Federation, its officers, agents or  
25 employees, or any of its members, acting individually or in concert with one another, engage  
26 in or encourage any Federation authorized strike or work stoppage against the County,  
27 including any of its departments and/or agencies, the deductions and payments of fair share  
28 contributions made in accordance with this agreement, including deductions or payments  
29 made to the Federation on behalf of employees who have signed and have on file current dues  
30 deduction (voluntary checkoff) cards, shall be terminated forthwith by the County.

31 Thereafter, for a period of one year, measured from the date of the onset of such strike  
32 or work stoppage, no deductions whatever shall be made from the earnings of any employee  
33 nor shall any payment whatever be made to the treasurer of the Federation on account of dues



1 deduction (voluntary checkoff) or fair share agreement contributions. During the period of  
2 suspension of dues deduction (voluntary checkoff) and fair share agreement contributions, for  
3 cause as herein set forth, Federation shall be forfeit of any and all of its rights as exclusive  
4 bargaining representative as accorded the Federation by the Wisconsin Employment Relations  
5 Commission.

- 6 (3) In the case of an unauthorized strike, work stoppage, slowdown or other interference with any  
7 phase of the County's operation by Federation members, the County will notify the Federation  
8 officials in writing of such occurrence. The Federation shall, as promptly as possible,  
9 denounce the strike, work stoppage, slowdown or other interference with any phase of the  
10 County's operation and order its members to return to work. Good faith compliance with  
11 these requirements will stay the effect of par. (2). Failure on the part of the Federation to  
12 immediately denounce the strike, work stoppage, slowdown or other interference with County  
13 operations, and/or to order its members back to work, shall constitute an admission on the  
14 Federation's part that such strike, work stoppage, slowdown or other interference with County  
15 operations is authorized.

- 16 (4) In the event the provisions of this fair share agreement are successfully challenged by any  
17 person affected thereby, and it is determined by an administrative body or a court of  
18 competent jurisdiction that the deductions made pursuant to the provisions hereof are in any  
19 manner in conflict with the rights of the challenging party as those rights are affected by Ch.  
20 63, Wis. Stats., or other provisions of law applicable to public employment, which  
21 determination results in an order or judgment against Milwaukee County requiring that it  
22 repay to the challenging party and/or to any or all members of the class represented by such  
23 challenging party such sums as have been deducted from their earnings in accordance with the  
24 provisions hereof, the Federation agrees to indemnify the County in full, including any and all  
25 costs of interest which may be a part of such order or judgment, for all sums for which the  
26 County has been determined to be liable.

27 During the pendency of any action brought challenging the provisions of this fair  
28 share agreement or the right of the Federation and the County to enter into such an  
29 agreement, all sums which the County has agreed to deduct from the earnings of  
30 employees covered by the agreement and transmit to the treasurer of the Federation,  
31 except sums deducted pursuant to voluntary checkoff cards on file with the employer,  
32 shall be placed in trust with a Milwaukee bank pending the ultimate disposition of such  
33 action. In the event the outcome of such action favors the continuance of the fair share

1 agreement, the monies held in trust, together with one-half of the interest earned thereon,  
2 shall be paid to the Federation upon entry of judgment in such action. The balance of the  
3 accrued interest shall be paid to Milwaukee County.  
4

#### 5 4.02 GRIEVANCE PROCEDURE

6 The County recognizes the right of an employee to file a grievance and will not discriminate  
7 against any employee for having exercised his/her rights under this Section.

##### 8 (1) APPLICATION

9 Only matters involving the interpretation, application or enforcement of the terms  
10 of this Agreement shall constitute a grievance.

11 A grievance shall mean a controversy which exists as a result of an unsatisfactory  
12 adjustment or failure to adjust a claim or dispute by an employee or group of employees  
13 concerning the application of wage schedules or provisions relating to hours of work and  
14 working conditions contained in or referenced to in this Agreement. The grievance  
15 procedure shall not be used to change existing wage schedules, hours of work, working  
16 conditions, fringe benefits and position classifications established by ordinances and rules  
17 which are matters processed under other existing procedures. Grievances filed under this  
18 grievance procedure shall not be resolved in a manner which conflicts with this  
19 Agreement, Civil Service Rules, Milwaukee County Government Ordinances and  
20 Resolutions, or binding past practices established by the parties unless such resolution is  
21 agreed upon by the Director of Labor Relations and the President of the Federation.

##### 22 (2) REPRESENTATIVES

23 An employee may choose to be represented at any step in the procedure by  
24 representative (not to exceed two) of the employee's choice. However, representative  
25 status shall be limited at all steps of the procedure to those persons officially identified as  
26 representatives of the Federation. The Federation shall maintain on file with the County  
27 a listing of such representatives.

##### 28 (3) TIME OF HANDLING

29 Whenever practical, grievances will be handled during the regularly scheduled  
30 working hours of the parties involved. The County agrees to provide at least 48 hours  
31 written notice of the time and place of the hearing to the grievant and the Federation.  
32  
33

1 (4) TIME LIMITATIONS

2 If it is impossible to comply with the time limits specified in the procedure  
3 because of work schedules, illness, vacations, etc., these limits may be extended by  
4 mutual consent in writing (extension of grievance time limit Form #4894). If any  
5 extension is not agreed upon by the parties within the time limits herein provided or a  
6 reply to the grievance is not received within time limits provided herein, the grievance  
7 may be appealed directly to the next step of the procedure.

8 (5) SETTLEMENT OF GRIEVANCES

9 Any grievance shall be considered settled at the completion of any step in the  
10 procedure if the president of the Federation or designee and the director of Labor  
11 Relations, and the appointing authority or their designee are mutually satisfied.  
12 Dissatisfaction is implied in recourse from one step to the next.

13 (6) FORMS

14 There are 2 separate forms used in processing a grievance:

- 15 (a) Grievance Initiation Form;
- 16 (b) Grievance Disposition Form;

17 All forms are to be copied in quadruplicate. Two copies are to be retained by the  
18 person originating the form; the remaining copies shall be served upon the other  
19 person involved in the procedure at that step, who shall distribute them in such  
20 manner as the department head shall direct. The department head shall furnish one  
21 copy to the Division of Labor Relations. The forms are available in the office of  
22 the Division of Human Resources and in any County department or institution,  
23 where they shall be readily available to all employees.

- 24 (c) Procedures to be followed when initiating a written grievance:

- 25 1. The employee alone or with employee's steward shall cite the specific  
26 language of the rule, regulations or contract provision that was alleged to  
27 have been violated at the first step of the grievance procedure.
- 28 2. The employee alone or with employee's steward shall in writing provide  
29 the employee's immediate supervisor designated to hear grievances a  
30 detailed explanation as to when, where, what, who, and why the employee  
31 believes that employee's contractual rights have allegedly been violated.  
32 The written Grievance Initiation Form shall contain the date or time that

1 the employee alleges that employee's contractual rights have been  
2 violated.

- 3 3. The employee alone or with employee's steward shall specifically detail  
4 the relief the employee is requesting. The specific relief being requested  
5 shall be in writing. The requested relief at the written step of the  
6 grievance procedure shall remain the same through all steps of the  
7 grievance procedure.
- 8 4. If more space is required than is provided for on the Grievance Initiation  
9 Form in order to comply with the provisions of this section, the employee  
10 shall be permitted to submit written attachments to said form.
- 11 5. The Grievance Initiation shall be prepared by the employee or with  
12 employee's steward in a manner that is neat, clear, and discernible to a  
13 third party. The grievant(s) must sign the grievance. A minimum of three  
14 (3) signatures are required for a group grievance. Failure of the grievant(s)  
15 to sign the grievance shall bar the grievance from being processed.
- 16 6. Failure on the part of the employee alone or with the steward to follow  
17 section 4.02 (6) (c) 1, 2, 3, 4, or 5, shall make the Grievance Initiation  
18 Form null and void and the employee's immediate supervisor designated  
19 to hear grievances shall return the Grievance Initiation Form to the  
20 employee for corrections.
- 21 7. The procedures outlined in 4.02 (6) (c), 1, 2, 3, 4, 5, and 6 are to clarify  
22 the grievance process. These procedures shall not be used as a bar to the  
23 right of an employee to file a grievance. These procedures are to assist the  
24 employee and management in the resolution of grievances at their lowest  
25 level of the grievance procedure. It is understood by the parties that  
26 should a dispute arise as to the intent of this section, the President or her  
27 designee and the Director of Labor Relations and/or his designee will meet  
28 to discuss the dispute and resolve it to the mutual satisfaction of both  
29 parties.  
30  
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33

1 (7) STEPS IN THE PROCEDURE

2 (a) STEP 1

- 3 1. The employee alone or with employee's representative shall explain  
4 employee's grievance verbally to employee's supervisor designated to  
5 respond to employee grievances  
6 2. The supervisor designated in paragraph 1 shall within 3 working days verbally  
7 inform the employee of supervisor's decision on the grievance presented.  
8 3. If the supervisor's decision resolves the grievance, the decision shall be  
9 reduced to writing on a Grievance Disposition Form within 5 working days  
10 from the date of the verbal decision and a copy of said disposition shall be  
11 immediately forwarded to the Director of Labor Relations.

12 (b) STEP 2

- 13 1. If the grievance is not settled at the first step, the employee or employee's  
14 representative shall prepare the grievance in writing on the Grievance  
15 Initiation Form and shall present such form to the supervisor designated in  
16 step 1 to initial as confirmation of supervisor's verbal response.  
17 (a) The employee alone or with employee's steward shall fill out the  
18 Grievance Initiation Form pursuant to Section 4.02 (6) (c), 1, 2, 3,  
19 4, 5, and 6 of this Agreement.  
20 2. The employee or employee's representative after receiving confirmation  
21 shall forward the grievance to employee's appointing authority or to the  
22 person designated by the appointing authority to receive grievances within  
23 5 working days of the verbal decision.  
24 3. The person designated in (7)(b) 2. above will schedule a hearing with the  
25 persons concerned and within 15 working days from date of service of the  
26 Grievance Initiation Form, the Hearing Officer shall inform the aggrieved  
27 employee, the Federation, and the Director of Labor Relations in writing  
28 of the hearing officer's decision.  
29 4. Those grievances which would become moot if unanswered before the  
30 expiration of the established time limits will be answered as soon as  
31 possible after the conclusion of the hearing.

32 If the grievance is not resolved at Step 2 as provided, the  
33 Federation shall refer such grievance within 15 working days to Step 3.

1 (c) STEP 3

- 2 1. The Director of Labor Relations or designee shall attempt to resolve  
3 all grievances timely appealed to the third step. The Director of  
4 Labor Relations or his/her designee shall respond in writing to the  
5 union within 45 calendar days from the date of receipt by the Director  
6 of Labor Relations of the second step appeal.
- 7 2. In the event the Director of Labor Relations or designee and the  
8 President or designee of the Federation mutually agree to a resolve of  
9 the dispute it shall be reduced to writing and binding upon all parties  
10 and shall serve as a bar to further appeal. The President, or his/her  
11 designee of the union shall mail, with the appropriate union signature  
12 to the Director of Labor Relations' office, the Director's disposition  
13 indicating the union's approval or disapproval of said third step  
14 disposition. The union shall return the third step disposition within 45  
15 calendar days of the third step decision. Failure of the union to  
16 respond shall mean the grievance is withdrawn and it is null and void  
17 and will not be processed further.

18 (d) STEP 4

- 19 1. If the grievance is not settled at Step 3, the Federation may refer such  
20 grievance to arbitration. Such reference shall be made within 45 days  
21 from the date of the conclusion of Step 3.

- 22 (8) The first and second step hearing officers shall forward a copy of their disposition to the  
23 Division of Labor Relations at the same time they notify the grievants of their disposition.  
24 The Director of Labor Relations or his/her designee shall have the unilateral authority to  
25 modify any grievance disposition rendered in Step 1 and/or Step 2 and shall within five (5)  
26 days of the disposition, notify the union and the department of any such modification. Within  
27 fifteen (15) days a Step 3 hearing shall be held.
- 28 (9) No grievance shall be initiated after the expiration of 90 calendar days from the date of the  
29 grievable event, or the date on which the employee becomes aware, or should have become  
30 aware that a grievable event occurred, whichever is later. This clause shall not limit  
31 retroactive payment of economic benefits for which it has been determined the County is  
32 liable nor would it prohibit a prospective adjustment of an ongoing situation.

- 1 (10) Representation at hearings on group grievance, shall be limited to two aggrieved employees  
2 and Federation representatives, not to exceed two, except in those cases where the Federation  
3 and the Director of Labor Relations or designee agree that the circumstances of the grievance  
4 are such as would justify participation by a larger number. One employee shall be designated  
5 as the grievant to whom the grievance disposition forms shall be forwarded.
- 6 (11) At each successive step of the grievance procedure, the subject matter treated and the  
7 grievance disposition shall be limited to those issues arising out of the original grievance as  
8 filed.
- 9 (12) In those cases in which an employee elects not to be represented by a Federation  
10 representative, the grievance shall not be resolved in a manner inconsistent with the existing  
11 collective agreement. In such cases, the Office of the Federation shall be notified of such  
12 grievances and the hearing dates.
- 13 (13) A copy of all grievance dispositions shall be promptly forwarded to the aggrieved, a  
14 representative designated on the grievance form, and the office of the Federation.

15  
16 4.03 SELECTION OF ARBITRATOR

- 17 (1) To assist in the resolution of disputes arising under the terms of the Agreement and in order to  
18 resolve such disputes, the parties agree to petition the Wisconsin Employment Relations  
19 Commission to appoint a member of their staff to serve as arbitrator to resolve all grievances  
20 arising between the parties.

21 (2) HEARINGS

- 22 (a) The arbitrator shall have the authority upon referral of a grievance to investigate  
23 such grievance in such manner as in the arbitrator's judgment will apprise the  
24 arbitrator of all of the facts and circumstances giving rise to such grievance to  
25 enable the arbitrator to reach a decision. The arbitrator shall have the authority to  
26 conduct hearings and to request the presence of witnesses. At such hearings both  
27 the County and the Federation may be represented by counsel and may call  
28 witnesses to testify in their behalf. Either party may request that a transcript of  
29 the proceedings be made. Any expenses incurred for witness fees or for the cost  
30 of the reporter and the preparation of transcript shall be borne by the party  
31 requesting the same unless the parties by mutual agreement consent to share such  
32 costs. The fees of the arbitrator shall be divided equally between the parties. The  
33 arbitrator shall complete arbitrator's investigation within a reasonable period of

1 time and file arbitrator's decision and the reasons therefore in writing with the  
2 Division of Labor Relations.

3 (b) The filing of such grievance shall not stay the effectiveness of any rule, directive  
4 or order which gave rise to such grievance and any such rule, directive or order  
5 shall remain in full force and effect unless rescinded or modified as a result of the  
6 arbitrator's award.

7 (c) Any time prior to the filing of the arbitrator's award with  
8 the Division of Labor Relations, either party may petition the arbitrator to reopen  
9 the record for the purpose of presenting additional evidence.

10 (3) INTERPRETATION OF AGREEMENT

11 Any dispute arising between the parties out of the interpretation of the provisions  
12 of the Agreement shall be discussed by the Federation with the Division of Labor  
13 Relations. If such dispute cannot be resolved between the parties in this manner, either  
14 party shall have the right to refer the dispute to arbitration in the manner prescribed in  
15 par. (1), except as hereinafter provided.

16 The parties may stipulate to the issues submitted to the arbitrator and shall present  
17 to such arbitrator either orally or in writing, their respective positions with regard to the  
18 issues in dispute. The arbitrator shall be limited in arbitrator's deliberations and decision  
19 to the issues so defined. The decision of the arbitrator shall be filed with the Division of  
20 Labor Relations.

21 (4) ARBITRATOR'S AUTHORITY

22 The arbitrator in all proceedings outlined above shall neither add to, detract from  
23 nor modify the language of any civil service rule or resolution or ordinance of the  
24 Milwaukee County Board of Supervisors, nor revise any language of this Agreement.

25 The arbitrator shall confine himself/herself to the precise issue submitted.

26 (5) FINAL AND BINDING

27 The decision of the arbitrator when filed with the parties shall be binding on both  
28 parties.  
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PART 5

5.01 DISCIPLINARY SUSPENSIONS

- (1) In cases where an employee is suspended for a period of 10 days or less by the employee's department head, pursuant to the provisions of sec. 63.10, Wis. Stats., the Federation shall have the right to refer such disciplinary suspension to the arbitrator who shall proceed in accordance with the provisions of Section 4.03(2)(a). Such reference shall in all cases be made within 60 working days from the effective date of such suspension. The decision of the arbitrator shall be served upon the Division of Labor Relations and the Federation. In such proceedings the provisions of Section 4.03(2)(c) shall apply. The Federation of Nurses and Health Professionals and the Division of Labor Relations may mutually agree to review a suspension prior to taking the case to arbitration, provided such a request is made within the sixty (60) working day period.
- (2) In cases where an employee is suspended a second time within a 6-month period, the employee so suspended shall have right of a hearing before the Personnel Review Board or the arbitrator on such suspension, but not both. Employees may be represented at such hearings by counsel or by their certified collective bargaining representative.

5.02 REPRESENTATION AT DISCIPLINARY OR DISCHARGE HEARINGS/MEETINGS

- (1) At meetings called for the purpose of considering the imposition of a suspension or the filing of charges for discharge, the employee shall be entitled to Federation representation but only at the administrative level at which suspension or discharge may be imposed or effectively recommended, i.e., at the level of the appointing authority or designee for such purposes.
- (2) It is understood and agreed that such right is conditioned upon the following:
  - (a) At the meeting before the appointing authority or their designee, the employee may be represented by Federation officials equal to the number of management officials present at such meeting.
  - (b) The meeting at which the Federation official is permitted to be present shall not be an adversary proceeding. The Federation official may bring to the attention of the appointing authority or their designee any facts which Federation official considers relevant to the issues and may recommend to the appointing authority on behalf of the employee that Federation official considers to be the appropriate

1 disposition of the matter. The employee shall not be entitled to have witnesses  
2 appear on employee's behalf nor shall the supervisory personnel present at such  
3 meeting be subject to cross-examination or harassment. These restrictions  
4 recognize that the purpose of Federation representative at such meetings is to  
5 provide the employee with a spokesperson to enable employee to put employee's  
6 case before the appointing authority and, further to apprise the Federation of the  
7 facts upon which the decision of the appointing authority or their designee is  
8 made.

- 9 (c) Recognizing that discipline is most effectively imposed as contemporaneously as  
10 possible with the incident leading to such action, it shall be the obligation of the  
11 employee to make arrangements to have employee's Federation representative  
12 present at the time the meeting is set by the appointing authority or their designee  
13 to consider the imposition of such discipline.

14 In order to carry out the intent of this Agreement, written notice of the  
15 meeting shall be provided to the employee and the Federation not less than 48  
16 hours prior to such a meeting, and such notice shall be accompanied by a brief  
17 statement of the basis for the proposed discipline. The inability of the employee  
18 to secure the services of any particular Federation representative shall not be  
19 justification for adjourning such meetings beyond the date and time originally set  
20 by the appointing authority. Prior to setting a time and place for the disciplinary  
21 meeting, the County shall make a full investigation of the matter under  
22 consideration.

- 23 (d) Nothing contained herein shall in any way limit the authority of the supervisory  
24 staff to impose summary suspension where the circumstances warrant such action.  
25 It is understood that a review of the action of the supervisor will be made at the  
26 level of the appointing authority or their designee for the purpose of reviewing the  
27 action taken by the immediate supervisor. Meetings to review such summary  
28 suspensions shall be held as soon as practicable at the level of the appointing  
29 authority or their designee. At such meeting the employee shall be entitled to the  
30 rights set forth herein.

- 31 (e) Following the conclusion of the hearing the employee and the union will be  
32 notified in writing of the results within 7 calendar days.

- 1 (3) An employee against whom charges for discharge or demotion have been filed shall be  
2 entitled to a hearing on such charges before the Personnel Review Board, where they may  
3 be represented by Counsel or by their certified collective bargaining representative.
- 4 (4) An employee suspended for 10 days or less shall be entitled to a hearing before an  
5 arbitrator, in accordance with Section 5.01.
- 6 (5) Regular Pool Nurse (Mental Health), Regular Pool Nurse (Corrections) and RN I (Pool)  
7 shall be eligible for representation in accordance with the provisions of (a), (b), (c), and  
8 (d) of Section 5.02(2).
- 9 (6) Discipline or discharge shall be administered in a manner consistent with Rule VII,  
10 Section IV, of the Rules of the Civil Service Commission.

11

12 5.03 ACCESS TO WORK LOCATIONS

- 13 (1) Reasonable access to employee work locations shall be allowed to officers of the  
14 Federation and their officially designated representatives for the purpose of processing  
15 grievances or contacting members of the Federation concerning business within the scope  
16 of this Agreement. Such access shall be permitted under the following terms and  
17 conditions:
- 18 (a) When an employee wishes to initiate a grievance or has been designated as an  
19 employee representative in accordance with Sec. 4.02(2) of this Agreement, to  
20 represent another employee in the grievance procedure, the employee shall not  
21 leave his/her area of work assignment until having received authorization from  
22 employee's immediate supervisor. Notification of participation in the grievance  
23 procedure shall be made as far in advance as possible. Every reasonable effort  
24 shall be made to excuse such employee to permit Federation representatives to  
25 meet with employees before the end of the shift.
- 26 (b) When leaving the employee's area of work assignment to participate in the  
27 grievance procedure in another department, the employee shall report his/her  
28 presence to the person in charge of such other department to inform them of the  
29 purpose of his/her visit. The employee shall conclude his/her business as  
30 expeditiously as possible and in such manner as will not interfere with the normal  
31 operations of the department.

(c) Upon completion of employee's business, the employee will return to his/her assigned work area forthwith and shall notify supervision when he/she has done so.

(2) Representatives of recognized employee organizations who are not employees shall be governed by these procedures insofar as they are applicable.

(3) Travel time, when required, shall be governed by the provisions of sec. 3.05 of this Agreement.

(4) Employees engaged in Federation business in accordance with the provisions of this section during working hours shall suffer no loss of pay or benefits.

#### 5.04 PERFORMANCE IMPROVEMENT PLAN

(1) Employees will be placed on a performance improvement plan (PIP) only after the County has documented the reason for such action. Placement on the plan must not be arbitrary and capricious. At the request of the employee, a union representative may attend the meeting in which formal notice of performance problems will be explained to the employee. Selection of a union representative shall not delay this scheduled meeting. Neither the notice to the employee, nor the placement of the employee on such a program is grievable under this arrangement until such time as the employee receives a written notice of a disciplinary action under this plan.

(2) A performance improvement plan shall include objective measurable criteria to be met along with reasonable time limits in which to meet the criteria. Management will review the success of this plan at regularly scheduled intervals identified in the PIP. A copy of the PIP will be given to the employee, the Director of Nursing or the Department head, and the Division of Human Resources.

### PART 6

#### 6.01 SUCCESSORS AND ASSIGNS

In the event any institution or department in which unit employees are employed is taken over by any other agency, the County will consult with the successor agency in an effort to have such agency recognize the Federation as the bargaining agent for, and hire affected employees under conditions which would maintain in force the present wages, hours, and conditions of employment to which such employees are entitled under the terms of this Agreement.

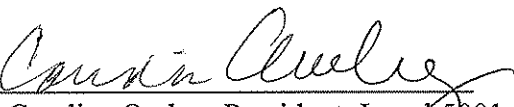
This Agreement shall remain in full force and effect until replaced by a subsequent Agreement.


Dated at Milwaukee, Wisconsin, this 23<sup>rd</sup> day of August, 2011.


(Three copies of this instrument are being executed, all with the same force and effect as though each were an original.)

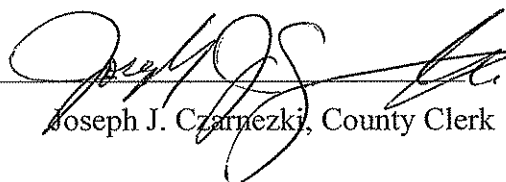
FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS  
LOCAL 5001, AFT, AFL-CIO

COUNTY OF MILWAUKEE  
a municipal body corporate

BY   
Candice Owley, President, Local 5001

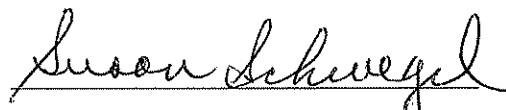
BY   
Chris Abele, County Executive

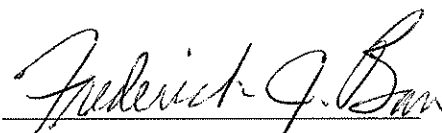
BY   
Jeffery Weber, President,  
Milwaukee County Chapter, Local 5001

BY   
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

  
Susan Schwegel, Chief Steward  
Local 5001

  
Frederick J. Bau,  
Department of Labor Relations

Approved for Execution:

  
Corporation Counsel



## APPENDIX A

Registered Nurses I and Registered Nurses II at the Behavioral Health Division volunteering to be reassigned shall be paid an additional \$2.50 per hour for all hours worked in the reassigned area.

RN I and RN II's are eligible for Reassignment Differential Pulling if:

- They are to be reassigned PULLED out of their assigned program as defined below;
- They are an Acute Care Float RN and voluntarily agree to be reassigned to CAIS, IMD, or Hilltop.

Programs are defined as:

- Acute Care
  - 43A/43B/43C/43D together
- Crisis Service
  - PCS/OBS together
- Rehab Central (IMD)
  - 44A/44B/44C together
- Hilltop
  - 44E/43E/43F together
    - AM – RN pulled to cover two (2) or More units for the program
    - PM – RN pulled to cover two (2) or More units for the program
    - Hilltop and IMD RN's, working *within* the program on the NOC shift, **are not eligible** for Voluntary Reassignment Pulling Differential
- CAIS
  - alone

**APPENDIX B**  
**Wage Rates 2012**  
**(for informational purposes only)**

Page 1 of 1

EFFECTIVE 01/01/2012		
PAY RANGE 16N		
STEP	HOURLY	ANNUAL
1	\$23.66	\$49,212.80
2	\$24.15	\$50,232.00
3	\$24.78	\$51,542.40
4	\$26.51	\$55,140.80
5	\$28.09	\$58,427.20
6	\$29.49	\$61,339.20
7	\$30.09	\$62,587.20
8	\$30.73	\$63,918.40
9	\$31.30	\$65,104.00
10	\$31.86	\$66,268.80

EFFECTIVE 01/01/2012		
PAY RANGE 18N		
STEP	HOURLY	ANNUAL
1	\$26.51	\$55,140.80
2	\$28.09	\$58,427.20
3	\$29.49	\$61,339.20
4	\$30.76	\$63,980.80
5	\$32.16	\$66,892.80
6	\$32.80	\$68,224.00
7	\$33.44	\$69,555.20
8	\$34.01	\$70,740.80
9	\$34.57	\$71,905.60

EFFECTIVE 01/01/2012		
PAY RANGE 22NT		
STEP	HOURLY	ANNUAL
1	\$23.12	\$48,089.60
2	\$24.06	\$50,044.80
3	\$24.85	\$51,688.00
4	\$25.77	\$53,601.60
5	\$26.65	\$55,432.00

EFFECTIVE 01/01/2012		
PAY RANGE 26NT		
STEP	HOURLY	ANNUAL
1	\$27.46	\$57,116.80
2	\$28.71	\$59,716.80
3	\$29.99	\$62,379.20
4	\$31.34	\$65,187.20
5	\$32.75	\$68,120.00

EFFECTIVE 01/01/2012		
PAY RANGE 27N		
STEP	HOURLY	ANNUAL
1	\$31.13	\$64,750.40
2	\$32.61	\$67,828.80
3	\$34.08	\$70,886.40
4	\$35.56	\$73,964.80
5	\$36.27	\$75,441.60
6	\$36.91	\$76,772.80

EFFECTIVE 01/01/2012		
PAY RANGE 32NZ		
STEP	HOURLY	ANNUAL
1	\$34.34	\$71,427.20
2	\$35.89	\$74,651.20
3	\$37.47	\$77,937.60
4	\$39.02	\$81,161.60
5	\$40.90	\$85,072.00
6	\$41.73	\$86,798.40
7	\$42.35	\$88,088.00

TITLE	Pay Range	EFFECTIVE 01/01/2012 HOURLY
RN 1 POOL	51N1	\$33.16
RN 1 POOL	51N1	\$38.99
ADVANCE PRACTICE NURSE		
PRESCRIBER POOL	51N2	\$46.65
OCCUPATIONAL THERAPIST POOL	51N3	\$28.70